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ABSTRACT

The collective bargaining agreement between the Minnesota State University Board and the Inter-Faculty Organization of the Minnesota Education Association, an affiliate of the National Education Association with 2,000 members, covers the period July 1, 1985-June 30, 1987. Items covered in the agreement include: definitions and unit recognition, nondiscrimination, academic freedom, association and management rights, dues checkoff, meet and confer stipulation, release time for association and Inter-Faculty Organization presidents, no strike/lockout clauses, personnel files, workload for teaching and nonteaching faculty and coaching faculty, types of faculty contracts, salaries for fiscal year 1987, overload pay, summer sessions, insurance, travel, severance pay, paid and unpaid leaves of absence, notice of vacancies, departments and department chairpersons, faculty appointment, professional development and evaluation procedures, retrenchment, faculty rights on dismissal, suspension, and nonrenewal, faculty recall and reassignment, promotion, Metropolitan State University special provisions, grievance procedure, seniority, and transfers. A grievance form is appended. (SW)

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ED278347

Inter Faculty Organization

AGREEMENT

between

State University Board

and

Inter-Faculty Organization/ Minnesota Education Association

Effective through June 30, 1987

HE020035

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AGREEMENT

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State University Board

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Effective through June 30, 1987

TABLE OF CONTENTS

	Page
ARTICLE 1	
Parties	1
ARTICLE 2	
Non-Discrimination	1
ARTICLE 3	
Recognition	1
ARTICLE 4	
Academic Freedom	2
ARTICLE 5	
Definitions	2
ARTICLE 6	
Association Rights	3
ARTICLE 7	
Management Rights	6
ARTICLE 8	
Agreement Against Lockouts and Strikes	6
ARTICLE 9	
Personnel Files	6
ARTICLE 10	
Workload	7
ARTICLE 11	
Salaries	11
ARTICLE 12	
Overload Pay	14
ARTICLE 13	
Summer Sessions	14
ARTICLE 14	
Insurance	15
ARTICLE 15	
Travel	19
ARTICLE 16	
Severance Pay	19
ARTICLE 17	
Paid Leaves of Absence	21

	Page
ARTICLE 18	
Leaves Without Pay	24
ARTICLE 19	
Notice of Vacancies	25
ARTICLE 20	
Departments and Department Chairpersons	25
ARTICLE 21	
Appointment of Faculty	29
ARTICLE 22	
Professional Development and Evaluation Procedures	32
ARTICLE 23	
Retrenchment	34
ARTICLE 24	
Faculty Rights on Dismissal, Suspension and Non-Renewal	39
ARTICLE 25	
Promotions	41
ARTICLE 26	
Metropolitan State University	42
ARTICLE 27	
General Provisions	43
ARTICLE 28	
Grievance Procedure	44
ARTICLE 29	
Seniority	47
ARTICLE 30	
Transfers	48
ARTICLE 31	
Savings Clause	49
ARTICLE 32	
Complete Agreement and Waiver	49
ARTICLE 33	
Duration	50
Memorandum of Agreement	51
APPENDIX A	52

ARTICLE 1
PARTIES

This Agreement is entered into by and between the State University Board, hereinafter called the Employer and the Inter-Faculty Organization/Minnesota Education Association, hereinafter called the IFO/MEA.

ARTICLE 2
NON-DISCRIMINATION

Section A. **Employer Responsibility.** The Employer accepts its responsibility to insure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, or any other class or group distinction, as set forth by state or federal anti-discrimination laws, or in State University Board policy.

Section B. **IFO/MEA Responsibility.** The IFO/MEA accepts its responsibility as exclusive bargaining representative, and agrees to represent all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, or any other class or group distinction, as set forth by federal and state anti-discrimination laws, or in State University Board policy.

Section C. **Application.**

Subd. 1. *Affirmative Action Plan.* The Employer shall have an Affirmative Action Plan that is uniform in application throughout the System. The Plan shall contain an internal review process for settlement of discrimination claims. The process shall provide steps of appeal up through the Chancellor's office. The IFO shall have the right to meet and confer on the provisions and procedures of the Plan.

Subd. 2. *Grievability and Final Jurisdiction.* Allegations of discrimination shall be reviewable through the process set forth in the State University System Affirmative Action Plan.

The parties recognize that final jurisdiction for resolving claims of discrimination beyond the review process mentioned above is vested solely in various state and federal agencies and the courts.

Section D. **Association Membership.** There shall be no discrimination by the Employer or the Administration because of membership or non-membership in the IFO/MEA, or because of activities on behalf of the IFO/MEA, nor shall any attempt be made to discourage or encourage membership in the IFO/MEA.

ARTICLE 3
RECOGNITION

Section A. **Recognition.** Pursuant to the Minnesota Public Employment Labor Relations Act of 1971, as amended, the Employer recognizes the IFO/MEA as the exclusive representative of the faculty, in the appropriate unit as described in the decision of the Public Employment Relations Board in cases 72-PR-180, 733-PR-414-A, and 73-PR-431-A dated January 24, 1975; and the Bureau of Mediation Services' decision in cases 72-PR-180-A, 73-PR-414-A and 73-PR-431-A dated April 24, 1975, case 80-PR-1305-A, dated June 30, 1980; and case 83-PR-1218-A dated September 9, 1983.

Section B. **Exclusive Right.** The Employer will not meet and negotiate or meet and confer with any faculty member or any group which includes faculty who are included in the appropriate unit, except through the exclusive representative.

Section C. **Unit Disputes.** The parties will attempt to resolve disputes over bargaining unit inclusion or exclusion of new or revised positions. In the event the parties fail to reach agreement within thirty (30) days as to the inclusion or exclusion of such positions, either party may refer the matter to the Bureau of Mediation Services for determination.

ARTICLE 4
ACADEMIC FREEDOM

Section A. **Policy.** It shall be the policy of the State University System to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. The Employer shall not discriminate against a faculty member for engaging in political activities or holding or voicing political views, so long as the exercise of this right does not interfere with his/her responsibility as a faculty member.

Section B. **Prohibition.** The Employer agrees not to use any mechanical or electronic listening or recording devices except with the faculty member's express consent, and to inform the IFO/MEA if that consent is given; provided, however, that nothing herein shall be construed to preclude the recording of formal proceedings where a record or minutes are customarily maintained.

Section C. **Faculty Rights and Obligations.** In the exercise of academic freedom, the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of persistently discussing in the classroom any matter which has no relation to the course subject. In extramural utterances, the faculty member has an obligation to not represent himself/herself as an institutional spokesperson, unless so designated by the President.

Section D. **Research and Publication.** A faculty member is entitled to full freedom in research and in the publication of results, so long as he/she fulfills the requirements of his/her other academic duties.

ARTICLE 5
DEFINITIONS

Section A. **Definitions.**

Subd. 1. *Service*. When a written notice or a written response is required to be given under the terms of this Agreement, such notice or response shall be made by personal service or service by certified mail. When service is by certified mail, it shall be deemed complete upon mailing. When written notice or response is to be sent to a faculty member, it shall be sufficient service if mailed to the last known home address of the faculty member as shown on university records. Personal service shall be deemed complete when the notice or response is handed to or receipted by the party to whom directed.

Subd. 2. *P.E.L.R.A.* "P.E.L.R.A." shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Subd. 3. *Employer*. "Employer" shall mean the State University Board or its designees.

Subd. 4. *Administration*. "Administration" shall mean the Chancellor of the State University System, university Presidents, and designees.

Subd. 5. *Employee(s), Faculty and Faculty Member*. "Employee" or "Faculty Member" shall mean a member of the appropriate unit as described in this Agreement. "Employees" or "faculty" shall mean all members of the appropriate unit as described in this Agreement.

Subd. 6. *IFO/MEA*. "IFO/MEA" shall refer to the exclusive representative.

Subd. 7. *Association*. "Association" shall mean the local IFO chapters (Faculty Associations) at each member university of the State University System.

Subd. 8. *President*. "President" shall refer to the Presidents of each member university of the State University System.

Subd. 9. *Chancellor*. "Chancellor" shall refer to the Chancellor of the State University System.

Subd. 10. *State University Board or Board*. "State University Board" or "Board" shall mean the State University Board of Minnesota.

Subd. 11. *Meet and Confer*. "Meet and confer" shall mean the exchange of views and concerns between employers and their respective employees.

Subd. 12. *Academic Year*. "Academic year" is defined as beginning with the start of the Fall academic term and ending with the completion of the Spring academic term. At Metropolitan State University, the academic year shall begin on July 1 of each year and shall end on June 30 of the following year.

Subd. 13. *Duty Day*. "Duty day" shall mean a day included in the university calendar or individual faculty member's contract on which a faculty member engages in duties as described in this Agreement.

Subd. 14. *Immediate Supervisor*. "Immediate supervisor" shall mean Dean or other individual, not a member of the bargaining unit, who has supervisory authority over faculty.

Subd. 15. *Program*. "Program" shall mean units in which a major and/or minor area of curricular study is normally available.

Subd. 16. *Recommendation*. When "recommendation" is used to refer to a proposal for a personnel action, it shall mean a written, signed, and dated document.

Subd. 17. *Days*. "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statute.

ARTICLE 6
ASSOCIATION RIGHTS

Section A. **Dues Check-Off.**

Subd. 1. The Employer agrees to cooperate with the Department of Finance and the IFO/MEA in facilitating the deduction of membership dues established by the IFO/MEA from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty members shall be remitted together with an itemized statement to the IFO/MEA office no later than fifteen (15) calendar days following the end of each payroll period.

Subd. 2. In accordance with Minnesota Statutes, the IFO/MEA may request the Employer to check-off a Fair Share fee for each member of the unit who is not a member of the IFO/MEA.

Subd. 3. The IFO/MEA agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty member as a result of any action taken in accordance with the provisions of this Section.

Section B. **Meet and Confer.**

Subd. 1. *State IFO/MEA Meet and Confer.* The IFO/MEA shall have the right to meet and confer with the State University Board or designee(s) pursuant to Minnesota Statutes 179A.08.

Arrangements for meet and confer sessions with the Board shall be in accordance with established Board procedures for meetings. If the meet and confer session is with the Board's designee the procedure shall be as follows:

A mutually acceptable time and place for such conferences shall be arranged upon request of either party. The Employer shall provide the facilities. A written agenda and pertinent materials shall be submitted by the party requesting the meeting at least fourteen (14) days in advance of the scheduled meeting date. Additional matters may be placed on the agenda upon notice of either party. When the subject of meet and confer involves any one of the areas provided below, the other party shall have the right whenever possible to fourteen (14) calendar days from the time of the meet and confer in which to respond to the party who has placed the item on the agenda. The IFO/MEA shall have the right to make policy recommendation, including but not limited to the following areas: budget planning and allocations, programs and program development, long-range planning, and development of campus facilities. Such recommendations may be made at meet and confer sessions, or by presentations at meetings of the State University Board. Also, subject matters for meet and confer meetings may include matters such as implementation of this Agreement. Nothing in this Section shall be construed to preclude other components of the university or System from making policy recommendations.

Subd. 2. *University Meetings.* The Association may establish a local committee to meet and confer with the President or when the President is not on campus, his/her designees, at least monthly for the purpose of discussing matters of mutual concern. The university shall provide the facilities and set a mutually acceptable time and place for such conferences upon request of either party. A written agenda shall be submitted by the party requesting the meeting whenever possible at least five (5) duty days in advance of the scheduled meeting. Additional matters may be placed on the agenda upon notice by either party. When the subject of meet and confer involves any one of the areas provided below, the other party shall have the right to ten (10) duty days from the time of the meet and confer in which to respond in writing. Implementation of new policies or changes in existing policies affecting any of the listed areas shall not occur until the opportunity to meet and confer and respond to the proposals has been provided to the Association. Either party may request a meet and confer for a response; the meeting to be held ten (10) duty days after the meet and confer session at which the topic was introduced. In such case no action shall be taken on the topic under consideration prior to the conclusion of this second meet and confer.

Failure of the Association to meet and confer or to respond shall not prevent the Administration from implementing decisions. The Association shall have the right to make policy recommendations, including but not limited to the

following areas: curriculum, evaluation of students, graduation requirements, admission policies, budget planning and allocations, the reallocation of vacant positions — that had previously been filled by tenured or probationary faculty members — from one department or program to another; programs and program development; long-range planning; development of campus facilities and procedures for the selection of personnel. Also, subject matters for meet and confer meetings may include matters such as implementation of this Agreement. Nothing in this Section shall be construed to preclude other components of the university or System from making policy recommendations.

Section C. **Information.** The Employer and Administration agree to provide the IFO/MEA and Association with information pertaining to the System and university budgets, both present and proposed, and statistical/financial or other information necessary for the negotiation and implementation of collective bargaining agreements or the processing of grievances. Such information shall be supplied, as it becomes available, to the IFO/MEA and Association, upon its written request, and within a reasonable time thereafter. This shall include monthly reports of additions and deletions to the unclassified payroll. It is understood that this Section shall not be construed to require the Employer to compile information and statistics in the form requested which are not already compiled in such form, unless mutually agreeable.

Section D. **Communications.** In each building containing offices assigned to members of the bargaining unit, the Administration shall set aside appropriate bulletin board space for IFO or Association use. The IFO or Association shall have the right to use the university distribution mail service for mailings to faculty members.

Section E. **Copies of Agreements.** The Employer shall print and distribute final copies of the Agreement to all members of the appropriate unit within forty-five (45) days after execution and legislative or legislative commission approval.

Section F. **Association Membership.** The Employer and Administration hereby agree that all employees of the State University System in this bargaining unit shall have the right to organize freely, join and support IFO/MEA and/or the Association for the purpose of engaging in collective bargaining.

Section G. **IFO/Association Business.** Duly authorized representatives of the IFO/Association shall be free to transact official IFO/Association business necessary to the performance of IFO/Association responsibilities to bargaining unit members, including grievance representation activities. Such business may be conducted on the campuses at reasonable time so long as it does not interfere with the normal functioning of the university.

Section H. **Release Time.**

Subd. 1. *Release Time for IFO President.* Upon request of the IFO/MEA, the IFO/MEA President shall be granted release time from his/her university assigned workload in the amount requested. In the event that the amount of release time is less than full time, the scheduling and amount of release time shall be subject to mutual agreement between the affected university, the IFO/MEA, and the faculty member. The IFO/MEA shall reimburse the university at the rate of four hundred dollars ($400) per credit hour for the amount of release time granted.

Subd. 2. *Release Time For Association President.* Upon request of the IFO/MEA, the President shall afford release time to the Association President for the purposes of conducting his/her duties, not to exceed one-third (1/3)

release time for the academic year, or one (1) course per quarter, with a maximum of five (5) hours per quarter. The IFO/MEA shall reimburse the university for such release time at the rate of four hundred dollars ($400) per credit hour for the amount of release time granted.

Section I. **Sabbatical.** Upon returning to his/her university, a faculty member who has served as IFO President shall be given the right to a one (1) quarter sabbatical after serving one (1) term and two (2) quarters if he/she has served more than one (1) term. The sabbatical shall be at the rates and consistent with the provisions of Article 17, Section F, Subdivisions 3 through 7.

ARTICLE 7
MANAGEMENT RIGHTS

Except as expressly limited in this Agreement, the Employer reserves all management rights and management functions as provided by law to the state of Minnesota. The State and the Employer have the responsibility to make and enforce rules and regulations, subject to limitations of statutes, governing the affairs of the universities consistent with expressed provisions of this Agreement, recognizing that the primary obligation of the State University System is to provide higher education opportunities.

ARTICLE 8
AGREEMENT AGAINST LOCKOUTS AND STRIKES

Section A. **Lock-outs.** No lock-out of faculty members shall be instituted by the Employer during the term of this Agreement.

Section B. **Strikes.** During the life of this Agreement, no strike of any kind, as defined in Minnesota Statutes 179A.03, Subd. 16 shall be engaged in, sanctioned, or supported by the IFO/MEA, its officers, or agents. In the event the Employer alleges that any faculty member or faculty members are engaged in a strike, the IFO/MEA will, upon written notification, immediately notify such faculty member or faculty members in writing of the allegation and the implications of a strike. However, nothing in this Article shall be construed as a waiver by IFO/MEA of the rights of faculty members to conduct a permissible and legal strike pursuant to Minnesota Statutes 179A.18.

ARTICLE 9
PERSONNEL FILES

Section A. **Personnel Files.** Each university shall maintain at the university one (1) official personnel file for each faculty member. Such file shall contain copies of personnel transactions, official correspondence with the faculty member, material collected in accordance with procedures established in Article 22, which may include summaries of unsigned student evaluations, as well as other similar materials. Unsigned letters or statements, other than those indicated above, shall not be placed in the faculty member's personnel file. Only those State University System employees whose job responsibilities require it, and who are designated by the President, or other persons specifically authorized by law, shall have access to a faculty member's personnel file.

Section B. **Access.** Consistent with law, each faculty member shall have access to his/her personnel file. Such access shall be during normal business hours under university supervision. A faculty member shall have the right to place

in his/her file such material as he/she determines may have a bearing on his/her position as a faculty member, including statements in response to any items in his/her file.

Section C. **Exclusive Representative.** Representatives of the IFO/MEA Association, or other persons, having written authorization from the faculty member concerned, may examine, under university supervision, the official file of that faculty member, except for the limitation provided in Section B hereof.

Section D. **Right to Copies.** Upon written request of the faculty member, the Employer shall provide to the faculty member copies of contents of his/her personnel file, except as limited in Section B hereof provided that the cost of providing such copies is borne by the faculty member.

A faculty member shall be provided a copy or written notice of an addition and/or modification of any non-routine material to the faculty member's personnel file, such as grants, letters of commendation or reprimand, seniority summaries, salary adjustments, and letters regarding retention, promotion, or tenure. Resolution of a grievance concerning the personnel file may include removal of material from the file.

Section E. **Expiration.** Annually, any material which a faculty member requests be removed from his/her file shall, with the approval of the President, be removed. Annually, the faculty member may have data removed from his/her file which is more than ten (10) years old, except that which is required by law to be kept therein or material whose removal, in the opinion of the Attorney General's Office, might subject the university to suit or damages.

ARTICLE 10
WORKLOAD

Section A. **Teaching Faculty Workload.**

Subd. 1. A faculty member's teaching load shall not exceed fourteen (14) undergraduate credit hours per academic quarter nor thirty-six (36) undergraduate credit hours per academic year.

a. For purposes of calculating teaching load, three (3) graduate credits shall be the equivalent of four (4) undergraduate credits, and a four (4)-credit graduate course shall be the equivalent of a five (5)-credit undergraduate course. Graduate equivalency shall apply only to courses exclusively for graduate students.
b. Undergraduate studio courses, activity courses, and private lessons shall be credited on a basis of at least one (1)-credit hour for each two (2) contact hours.
c. Undergraduate laboratory courses shall be credited on the basis of one (1)-credit hour for each lecture hour and at least one (1)-credit hour for each two (2) laboratory hours.

Subd. 2. Normally, the faculty member will be responsible for ten (10) hours weekly for student advising and other contacts with students. Additionally, as professionals, a substantial amount of the faculty member's workload shall be devoted to courses and class preparation, the evaluation of student performance, committee assignments, research, and community service, as well as the maintenance of professional expertise and other similar professional activities. These endeavors shall make up the balance of the faculty member's workload.

Section B. **Non-Teaching Faculty Workload.** All members of the non-teaching faculty such as those involved in library/learning resources, counseling center, student teacher supervision, full-time intern supervision, and laboratory school teaching/supervision who are members of the appropriate unit shall enjoy full faculty status with all the privileges and responsibilities pertaining thereto. The workload of a non-teaching faculty member shall normally average forty (40) hours within a five (5)-day week and shall include time for approved maintenance of professional expertise and other similar professional activities.

Subd. 1. *Librarians.* Librarians shall be responsible for implementation of library services to support the mission and philosophy of each institution. Librarians on each campus shall recommend to the Administration objectives and methods for library services giving priority to providing services necessary to fulfill the educational needs of students and instructional needs of faculty. The Administration on each campus, after consultation with the librarians, shall schedule the library services.

Subd. 2. *Counseling Center Faculty Members.* The workload of a counseling center faculty member shall include client contact hours, preparation for and evaluation of client contacts, maintenance of professional expertise, crisis intervention, and other professional activities.

Subd. 3. *Student Teacher Supervisors.* The full workload for the academic year of supervisors of student teachers shall be determined by the President after meeting and conferring with the Association. The meet and confer session shall include consideration of faculty/student teacher ratios and travel requirements.

Subd. 4. *Exceptions.* For those non-teaching faculty members whose work involves classroom teaching or other special duties and/or projects, the Administration shall assign duties in a manner that will result in a total workload consistent with that of a non-teaching faculty member whose workload does not include a teaching assignment or other special duties and/or projects.

Section C. Excess Workload. An excess workload may be agreed to by the faculty member and the President or his/her designee subject to provisions of Article 12.

Section D. **Duty Days.**

Subd. 1. *Regular Contracts.* The duty year for regular contract faculty members shall consist of 168 duty days within the academic year. Duty days shall not be scheduled on New Years Day, Martin Luther King Day*, Presidents ' Day*, Memorial Day, Labor Day, Columbus Day*, Veterans Day*, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, and Christmas Day.

*The President may, after meeting and conferring with the Association, designate alternate non-duty days for the observance of these days for academic units when such revisions are in the best interests of the university.

Subd. 2. *Extended Contracts.* Faculty members appointed to a duty year which exceeds the 168 duty days as provided in Subd. 1 hereof shall receive a pro rata salary adjustment. The scheduling of extra duty days shall be determined in consultation with the faculty member consistent with the needs of the university. Extra duty days normally shall not be scheduled on the days indicated in Subd. 1.

Subd. 3. *Limited Contracts.* Limited implies a reduced workload during the whole of the academic year or a full or reduced workload during portions of the academic year.

a. *Reduced Contracts.* Reduced contracts, pursuant to Minnesota Statutes 354.66, may be granted by the President to those faculty members who meet statutory eligibility criteria. Non-teaching faculty members must work less than twenty-four (24) hours per week over one (1) year in order to qualify for a reduced contract. A teaching faculty member must work less than sixty-seven percent (67%) of an annual full-time load as defined in Section A above.

A faculty member on a reduced contract shall be reinstated to full-time duties upon his/her request, provided the request is made to the President not later than March 1 of the previous year.

b. Part-time faculty members with an appointment other than (1) those covered in (a) above, or (2) an adjunct appointment, shall receive salary on a pro rata basis, and shall be eligible for fringe benefits as listed elsewhere in this Agreement.

c. All part-time faculty who teach more than twelve (12) credits in any one (1) year shall be paid on a pro rata basis for the entire academic year during which said amount of service is rendered. If any part-time faculty member who teaches more than twelve (12) credits in any one (1) academic year were paid less than pro rata pay for any quarter(s) during said academic year by virtue of having received an adjunct appointment(s), the university shall, as soon as practicable after learning that the faculty member will teach more than twelve (12) credits during a single academic year, supplement the faculty member's salary so that the faculty member receives full pro rata pay for the entire year.

Section E. **Academic Calendar.** The academic calendar of each university shall be established by the President. Prior to establishing or making changes in the calendar, the President or his/her designee, shall afford opportunity to meet and confer with the Association.

Section F. **Delegate Assembly.** Delegates to the IFO/MEA Delegate Assembly and the MEA Representative Assembly shall be released with pay one (1) day for each Assembly meeting.

Section G. **Head Coaches.** This Section shall determine workload and compensation for those faculty members whose workload includes intercollegiate athletic coaching. For the purpose of this Section, an intercollegiate sport shall be defined as a sport that is recognized by the university as having varsity status and whose teams engage in competition with similar teams at other institutions.

Subd. 1. Nothing in this Agreement shall be interpreted as requiring that the university offer any particular sport.

Subd. 2. Pursuant to Subd. 1, there will be three (3) categories of head coaches: (1) Those who coach basketball, football, ice hockey, or volleyball. (2) Those who coach baseball, swimming, gymnastics, wrestling, softball, or spring track. (3) Those who coach cross-country, golf, field hockey, tennis, or winter track. For purposes of determining the type of appointment offered, athletic directors shall be considered to be in category (2).

Subd. 3. Head coaches in category (1) of Subd. 2 hired after enactment of this Agreement shall be offered a four (4)-year fixed-term appointment.

Head coaches in category (2) of Subd. 2 hired after enactment of this Agreement shall, at the option of the President, be offered either a four (4) year fixed-term appointment, or a probationary appointment, or a non-tenure track appointment. Effective with the 1984-85 academic year only, head coaches in categories (1) and (2) with probationary or tenured appointments shall, upon their request, have their appointment status changed to a four (4) year fixed-term appointment.

Subd. 4. The base salary of those head coaches, current and future, accepting fixed-term appointments as described in Subd. 3 shall be the salary indicated on the salary schedule in Article 11, plus (10%) ten percent.

Subd. 5. Head coaches in category (1) and those in category (2) with fixed-term contracts who accept an appointment including duties in addition to coaching shall be given a four (4) year fixed-term appointment covering both the coaching and non-coaching assignments. The salary for the appointment shall be computed in accordance with Subd. 4.

Subd. 6. Head coaches in category (3) of Subd. 2 shall be offered a probationary, non-tenure track, or tenured appointment in accordance with Article 21.

Subd. 7. In those cases where the President finds that curricular requirements prevent crediting a percentage of a full-time workload for coaching activities in categories (2) and (3), the President may, after meeting and conferring with the Association, authorize compensation in accordance with Article 12, Overload Pay, and Subd. 11 of this Section.

Subd. 8. Individuals hired solely for the purpose of coaching any sport listed in this Article may be compensated at the adjunct faculty rate for the percentage of a full-time workload as listed in Subd. 11 of this Section.

Subd. 9. Nothing in this agreement shall preclude the award of a fixed-term contract including head coaching duties in any category in accordance with Article 21, Section D, Subd. 1(c).

Subd. 10. The minimum percentage of a full-time workload credited for head coaching activities shall be in accordance with Subd. 11. The percentage of a full-time workload credited for faculty assigned head coaching activities in two sports shall be, at a minimum, the sum of the percentages indicated in Subd. 11 for each sport. Nothing shall prevent the President from crediting a greater percentage of a full-time workload for any particular head coaching appointment.

Subd. 11. The minimum credit for head coaching activities shall be the indicated percentage of a full-time appointment for a full academic year. The apportionment of the percentage of a full-time appointment to coaching activities during each academic quarter during the year shall be determined by the President.

Category	Coaching Activity as Annualized Percentage of Full Workload	Credits
1	.42	15
2	.27	10
3	.16	6

Subd. 12. The head coach in categories (1) and (2) with an academic appointment shall be given first consideration if a full-time vacancy occurs in the department or program in which he/she holds his/her academic appointment, in accordance with the following procedures:

a. Should the President decide to fill such a vacancy, this decision shall first be made known to the coach involved, and the coach shall have the opportunity to apply and have his/her application considered in accordance with Article 21 prior to beginning any search.

b. Should two (2) or more faculty be eligible, then the President shall make the appointment after considering the recommendation of the department. If a non-tenured head coach is appointed by the President, credit for service within the last twelve (12) years shall be granted in accordance with Article 21, Section D, Subd. 4(d), but notwithstanding any other section of the Agreement, such individuals shall serve a minimum of two (2) years in a probationary status.

Subd. 13. The President may offer extended duty day contracts to head coaches who serve on non-duty days during the academic year.

Subd. 14. The percentage of a full-time workload credited for head coaching activities in more than one sport shall be, at a minimum, the sum of the percentages indicated in Subd. 11 of this Section.

Subd. 15. All head coaches hired after enactment of this Article shall be covered by its provisions.

ARTICLE 11
SALARIES

Section A. **Salaries for F.Y. 1986**

Subd. 1. Effective July 1, 1985, salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below as full-time nine-month (168 duty days) base salaries:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$15,468	$19,248	$22,976	$26,446
2	16,190	20,162	24,079	27,716
3	16,949	21,121	25,237	29,046
4	17,743	22,125	26,446	30,440
5	18,575	23,176	27,716	31,903
6	19,448	24,279	29,046	33,432
7	20,362	25,437	30,440	35,038
8	21,321	26,646	31,903	36,720
9	22,325	27,916	33,432	38,483
10	23,397	29,256	35,038	40,329
11				41,942

Subd. 2. Placement on this schedule of faculty members who were in the bargaining unit in FY 1985 and who return in FY 1986 shall be determined as follows:

a. All faculty shall first be placed at the salary equivalent to or closest to but not less than) their FY 1985 salary in the faculty member's 1985 lane.

b. All faculty, except those identified in c. below or those who were promoted

effective the 1985-86 academic year, shall then be advanced one step on the schedule.

c. Full Professors who moved from step 9 in the FY 1984 schedule to step 10 in the FY 1985 schedule shall be granted a one (1)-time lump-sum payment of seven-hundred fifty dollars ($750) in lieu of b. above.

Subd. 3. After initial placement according to Subd. 2a. above, the following shall apply to faculty who were promoted effective the 1985-86 academic year: (a) All faculty members who are promoted shall be moved to their new lane at the salary which was equivalent to their base salary in the fiscal year before their promotion, and in lieu of the advancement in Subd. 2b. above, shall then be given a two (2) step increase, or (b) When faculty members are promoted, but there is no equivalent salary in the higher rank, they shall be moved to the salary in their new rank closest to but not less than their initial placement salary as determined in Subd. 2a., and in lieu of the advancement in Subd. 2b. above, they shall be given one (1) additional step.

All the above placements shall be effective July 1, 1985.

Subd. 4. Effective July 1, 1985, salaries of adjunct faculty members covered by this Agreement shall be at the rate of not less than four-hundred dollars ($400) per quarter credit hour.

Subd. 5. New faculty members beginning employment in FY 1981 and thereafter shall be deemed to have been placed upon the appropriate steps on appointment, and no further step placement calculations shall be made. New faculty members beginning employment in FY 1986 shall be placed in the appropriate lane at the salary which is nearest to, but not less than the salary offered on appointment.

Section B. **Salaries for F.Y. 1987**

Subd. 1. Effective July 1, 1986, salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below as full-time nine-month (168 duty days) base salaries:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$15,468	$19,348	$22,976	$26,446
2	16,190	20,262	24,079	27,716
3	16,949	21,221	25,237	29,046
4	17,743	22,225	26,446	30,440
5	18,575	23,276	27,716	31,903
6	19,448	24,379	29,046	33,432
7	20,362	25,537	30,440	35,038
8	21,321	26,746	31,903	36,720
9	22,325	28,016	33,432	38,483
10	23,397	29,356	35,038	40,329
11	24,520	30,765	36,720	42,265
12	25,378	31,842	38,005	43,744

Subd. 2. Placement on this schedule of faculty members who were in the bargaining unit in FY 1986 and who return in FY 1987 shall be determined as follows (for faculty being promoted, see Subd. 3):

a. All faculty shall advance one step.
b. Instructors, Assistant Professors, and Associate Professors who were at step 10 in the FY 1984 schedule and who were not promoted effective academic year 1985-86 shall move to step 12 of their

respective lanes. Those faculty who were at step 10 in FY 1984 and who were promoted to a higher rank effective academic year 1985-86 shall receive a one-thousand dollar ($1000) lump-sum payment in the first pay period in July, 1986.

Subd 3. All faculty members who are promoted effective academic year 1986-87 a) shall be moved to the proper lane at the salary which is equivalent to their base salary in fiscal year before promotion, and in lieu of the adjustment in Subd. 2 above, shall then be granted a two (2)-step increase, or b) when there is no equivalent salary in the higher lane, they shall be moved to the salary in the higher lane closest to, but not less than his/her existing salary, and in lieu of the adjustment in Subd. 2, they shall then be granted a one (1)-step increase.

Section C. All Instructors, Assistant Professors, and Associate Professors who have been at the top of their group salary lane for five (5) years shall receive the equivalent of a one (1)-step (4.8%) salary adjustment in the next year. Partial years of service at the top of the salary lane and years in which steps are added to the top of the schedule for these lanes shall not be counted toward the calculation of the five (5)-year period. This provision supersedes Article 11, Section B, Subd. 2 from the 1983-1985 Agreement.

Section D. If the State University System experiences a total budget deallocation or reduction of spending authority as a result of legislative or gubernatorial action in excess of five million dollars ($5,000,000) at any time during the term of this contract, each faculty member's salary shall be reduced by 1/168 of base salary. Alleged violations of this provision shall be grievable only through step 2 of the grievance procedure.

Section E. Market factors may be acknowledged by financial award or other forms of recognition. The distribution of money shall be contingent upon availability of funds.

A market factor adjustment shall be an annual non-recurring adjustment of up to ten percent (10%) more than the salary indicated for that individual on the salary schedule. The following areas shall be designated as eligible for market factor increases.

1. Computer Science
   a. Doctorate in Computer Science, or
   b. Doctorate in related field with a master's degree or its equivalent in Computer Science
2. Engineering
   a. Doctorate in Engineering
3. Business Administration
   a. Doctorate in any of the following areas:
      1. Finance
      2. Marketing
      3. Management
      4. Accounting
      5. Management Information Science
4. Nursing
   a. R.N., M.S.N., and appropriate doctorate

The total funds to be distributed for market factors shall be one-hundred thousand dollars ($100,000) for FY 1986 and one-hundred thousand dollars ($100,000) for FY 1987.

Section F. Outstanding contributions by faculty members to their profession, university, or university community may be acknowledged by financial award or other forms of recognition on a one-time basis. The total funds to be distributed for outstanding contributions shall be one-hundred thousand dollars ($100,000) for FY 1986 and one-hundred thousand dollars ($100,000) for FY 1987.

ARTICLE 12
OVERLOAD PAY

Section A. **Definition.** An overload shall be defined as a specific assignment, acceptable to the faculty member and approved by the President or his/her designee, occurring within a faculty member's period of appointment, which is in excess of the faculty member's workload as defined in Article 10 and in Article 13, Section A.

Section B. **Compensation.** Overload compensation shall be granted to faculty members for approved assignments involving the teaching of courses, workshops, seminars, and institutes in addition to the workload as defined in Article 10 and in Article 13, Section A. Such overload compensation shall be at the rate of one and one-half percent (1.5%) of the faculty member's nine (9)-month base salary, but not less than four hundred dollars ($400) for each quarter credit hour. However, pro rata reductions in this rate of compensation may be implemented by the President or his/her designee when there is less than full student enrollment in a self-supporting course, workshop, seminar, or institute.

Section C. **Application.** This Article shall apply in its application to Article 10, Section A, Subd. 1, and to Article 13, Section A, only where the regularly scheduled and assigned classroom teaching workload of a teaching faculty member exceeds fourteen (14) credit hours per academic quarter or thirty-six (36) credit hours per academic year. Examples of activities excluded from overload pay include, but are not limited to the following: internship, independent studies, student teacher supervision, graduate thesis supervision, tutoring, studios and related kinds of individualized instruction, the pyramiding of multi-level courses, and substitution for an absent faculty member on a short-term basis.

ARTICLE 13
SUMMER SESSIONS

Section A. **Workload.** A full-time summer session workload shall consist of six (6) to eight (8) credit hours. In calculating credits, Article 10 shall apply, except as noted in Section F below.

Section B. **Duty Days.** A summer session shall consist of twenty-five (25) consecutive duty days, including days when registration, classes, holidays, and examinations are scheduled. Classes need not be scheduled on all duty days.

Section C. **Salaries.** A faculty member who accepted an assignment for a full-time summer session workload in 1985 shall have his/her compensation adjusted to the rate of eleven percent (11%) of the FY 1985 ending base salary, but not less than the salary already paid. A faculty member accepting an assignment for a full-time summer session workload in 1986 shall be compensated at a rate which is eleven percent (11%) of the FY 1986 ending

base salary, but not less than two thousand seven hundred and fifty dollars ($2,750). Salaries for summer session assignments involving less than a full-time summer session workload as defined in Section A above shall be prorated.

Section D. **Assignment.** Procedures for assigning positions shall be reviewed and determined annually at a meet and confer session with the Association.

Section E. **Overload.** Faculty members who perform teaching assignments in excess of a full time workload during summer sessions shall receive overload pay as described in Article 12.

Section F. **Graduate Studies.** There shall be no proration of graduate credits (as provided in Article 10, Section A, Subd. 1) in the calculation of summer session workload.

ARTICLE 14
INSURANCE

Section A. **Group Insurance.** The Employer agrees to offer during the life of this Agreement group life, health, surgical, medical and hospital benefits; and dental benefits equivalent to those in the existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this Article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

Section B. **Life Insurance.** The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

168 Duty Day Base Salary	Group Life Insurance	Accidental Death & Dismemberment-Principal Sum
$20,000 or less	$20,000	$20,000
$20,000—$30,000	30,000	30,000
Over $30,000	40,000	40,000

An employee who becomes totally disabled before age seventy (70) shall be eligible for the extended benefit provisions of the life insurance policy until age seventy (70). Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section C. **Health Insurance.**

Subd. 1. *Employer Contribution.* For the period July 1, 1985 through October 2, 1985, the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1985.

a. *Employee Coverage.* Effective October 2, 1985, the Employer shall contribute toward the cost of employee health coverage an amount equal to the total monthly employee-only premium of the carrier with the lowest cost family premium operating in the county of the faculty member's permanent work location and under contract to serve the State employee group plan.

b. *Dependent Coverage*. Effective October 2, 1985, the Employer shall contribute toward the cost of dependent health coverage an amount equal to the total monthly dependent-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.

Subd. 2. *Coverage Options*. Eligible employees may select coverage under any one of the Health Maintenance Organizations, fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer.

Effective October 2, 1985 the fee-for-service plan shall pay as follows:

In-Patient Hospital Services: After an annual deductible of one hundred dollars ($100) per employee or two hundred dollars ($200) per family, eighty percent (80%) of the first three thousand dollars ($3,000) of allowable charges, or six hundred dollars ($600) out-of-pocket cost per individual, with a maximum of twelve hundred dollars ($1,200) out-of-pocket cost per family, and one hundred percent (100%) of the remainder occurring in the calendar year. Diagnostic lab and x-ray services are reimbursed at one hundred percent (100%) with no deductible when provided as an in-patient hospital case.

Out-Patient Hospital, Surgery Center and Home Health Agency Services:

Hospital Out-Patient:

One hundred percent (100%) of all allowable charges except for:

- Non-emergency visits. Eighty percent (80%) of costs will be reimbursed.
- Lab tests and x-rays for reasons other than medical emergency, injury or pre-admission tests. Eighty percent (80%) of costs will be reimbursed.
- Chemical dependency. Chemical dependency care will be reimbursed one hundred percent (100%) up to one hundred thirty (130) hours of treatment per calendar year.
- Mental illness care. Eighty percent (80%) of seven hundred fifty dollars ($750) per calendar year of mental illness care will be reimbursed.

Ambulatory Surgery Centers:

One hundred percent (100%) of all allowable charges.

Home Health Agencies:

With prior authorization, one hundred percent (100%) of home health care to a maximum of five thousand dollars ($5,000) per calendar year will be reimbursed.

Health Services of Health Care Professionals:

- AWARE Gold physician, chiropractor, podiatrist or optometrist: one hundred percent (100%) of all allowable charges. "Allowable Charges" include but are not limited to:

  physical examinations
  well-child care
  doctor visits
  professional surgery fees
  eye examinations
  pregnancy-related care

  Diagnostic lab and x-ray services are reimbursed one hundred percent (100%) with no deductible when provided by an AWARE Gold professional.

- AWARE professionals: Eighty percent (80%) of the first three thousand dollars ($3,000) and one hundred percent (100%) thereafter of usual and customary charges after a deductible of one hundred dollars ($100). Diagnostic lab and x-ray services are reimbursed eighty percent (80%) after a one hundred dollar ($100) deductible when provided by an AWARE professional.
- Non-AWARE professionals: Same as for AWARE providers, except employee is responsible for any charges in excess of usual and customary. Diagnostic lab and x-ray services are reimbursed eighty percent (80%) after a one hundred dollar ($100) deductible when provided by a non-AWARE professional.

Other Covered Health Services:

Drugs - Covered one hundred percent (100) after a co-payment of four dollars and fifty cents ($4.50) per prescription.

Supplies - Reimbursed eighty percent (80%) with no deductible.

Ambulance - Reimbursed eighty percent (80%) with no deductible.

Maximum lifetime benefits to one million dollars ($1,000,000).

Section D. **Employer Contribution for Dental Insurance.** Effective October 2, 1985, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the monthly premium of the dental carrier covering the employee toward the cost for employee coverage.

Effective October 2, 1985, the Employer shall contribute the lesser of one-half (1/2) the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible employees may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer.

Section E. **Optional Insurance.** Up to one hundred five thousand dollars ($105,000) additional life insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of three thousand dollars ($3,000) for each dependent and up to the principal sum carried by the employee for the spouse shall also be available for purchase.

The Employer shall continue to make available all other existing optional insurance coverages.

Section F. **Group Premium for Early Retirement.** Unless modified by other provisions of this Agreement, employees who retire from State service prior to age sixty-five (65) and who are entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate, at the State group premium rate, at the employee's expense in the group hospital, medical, and dental benefits as set forth in Minnesota Statutes 43A.27, Subd. 3.

Section G. **Life Insurance—Retired Employees.** Employees retiring on or after July 1, 1981, will be entitled to a five-hundred dollar ($500) death benefit provided the employee is eligible for and receiving benefits under a State retirement program. A five hundred dollar ($500) death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled after July 1, 1983, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

Section H. **Insurance Coverage for Laid Off Faculty Members.** All eligible tenured faculty members who have been laid off pursuant to the provisions of Article 23 shall continue to be eligible to receive the benefits provided in this Article for a period of twelve (12) months from the effective date of lay off. Such faculty members shall have the option to continue to participate in the group insurance programs in accordance with Article 23.

Section I. **Open Enrollment.** There shall be an open enrollment period annually for the coverages available under Section C of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on a mutually acceptable date. For employees retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) day calendar period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest October 1 in each year of the first day of the first full payroll period following the employee's retirement.

There shall be an open enrollment period for the coverages provided under Section D above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1985.

Section J. **Eligibility for Employer Paid Benefits.** An employee who is employed for at least seventy-five percent (75%) of a regular academic year (the 75% minimum requirement can be either a 168 duty day contract at .75 load or a contract for 75% of 168 duty days at full load or some equivalent combination) shall be eligible for Employer paid benefits. A faculty member initially hired during the academic year on a tenured, non-tenure track, or probationary contract may receive State benefits if the initial tenured, non-tenure track, or probationary contract is for a minimum of .75 load for the duration of that initial contract.

Benefits shall become effective on the first day of the first payroll period beginning on or after the twenty-eighth (28th) calendar day following the first day of employment or rehire, exclusive of summer sessions. An employee must be actively at work on the date State life insurance benefits increase except that an employee who is on a paid leave of absence on the date State life insurance increases shall also be entitled the increased life insurance coverage.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. This also applies to any optional coverages. In no event shall the dependents' coverage become effective before the employee is covered.

Benefits provided under this Article shall continue as long as an employee meets the basic eligibility requirements. An employee eligible for basic coverage paid by the Employer shall have such coverage maintained during the period of a sabbatical leave. Coverage will continue when an employee is off the payroll due to work related injury or disability and is either receiving workers' compensation payments or on leave of absence as provided in Article 17. Sick leave cannot be used for the purpose of continuing State paid insurance by keeping an employee on the State payroll for one (1) working day per pay period during the time the employee is on an unpaid leave of absence.

Coverage will terminate at the end of the payroll period of the effective date of resignation, termination, or non-renewal. However, a fixed-term employee will cease to be covered at the expiration date of his/her contract, unless notice is provided by the President by May 1 of each year that the employee will be rehired.

Employees on leave without pay may continue their insurance coverage at the Employer's expense in accordance with Article 18, Section D; employees on any other type of unpaid leave of absence may continue insurance for up to one (1) year at their own expense. Any employee who resigns, is terminated, or not rehired at any time shall be given a notice of eligibility to continue insurance at his/her expense for twelve (12) months.

For employees age sixty-five (65) and over, insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally sponsored Medicare program.

Section K. **Employee Paid Benefits.** An employee employed on the basis of fifty percent (50%) to seventy-five percent (75%) of a regular academic year may, at his or her own expense, elect to be covered by the benefits provided for in this Article.

ARTICLE 15
TRAVEL

Section A. **Reimbursement.** Faculty members engaged in expressly assigned travel by the Employer shall be reimbursed for expenses actually incurred while in travel status in accordance with the travel regulations established by the State University Board. Copies of current travel regulations shall be readily available on each campus.

Section B. **Use of Private Vehicles.** Whenever practicable, state-owned vehicles shall be made available to faculty members required to travel on behalf of the Employer. The President may elect to allow members to use personal vehicles on a case-by-case basis and reimburse the mileage resulting at the rates provided under the state travel regulations. Except for emergency circumstances, or when defined by the President as a condition of employment at the time of initial employment or thereafter when agreed to by both parties, a faculty member shall not be required to use a personal vehicle for university purposes.

Section C. **Professional Travel.** For each fiscal year (1985-86, 1986-87) of this Agreement, each academic department will be allocated professional travel funds, at the rate of two hundred fifty dollars ($250) in FY 1986 and two hundred seventy-five dollars ($275) in FY 1987 per each full-time equivalent faculty member in the department as of the beginning of each academic year. In determining the number of full-time equivalent faculty members, those on paid leaves of absence shall be counted, but their replacements, if any, shall not. The membership of each department shall, through a democratic process, determine an equitable procedure for the distribution of such funds to the faculty members. Funds provided by this Section shall be used only for financing travel to professional conferences, workshops, and similar meetings for professional development of the faculty member. The department may carry over any portion of its allocation from the first to the second year of the biennium.

ARTICLE 16
SEVERANCE PAY

Section A. **Eligibility.** Severance pay shall be granted to faculty members in accordance with the following provisions:

Subd. 1. All faculty members who have accrued twenty (20) years of service in the State University System shall receive severance pay upon separation from the System.

Subd. 2. Probationary and tenured faculty members who have fewer than twenty (20) years of service in the State University System shall receive severance pay upon mandatory retirement, death, permanent layoff, or receipt of separation incentive. Faculty members on non-tenure track or fixed-term appointments, other than those funded by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer, who have at least ten (10) years of service in the State University System shall receive severance pay upon mandatory retirement, death, or discontinuance of employment. Fixed-term faculty members in positions funded by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer may, after ten (10) years of service in the State University System, receive severance pay in the event of mandatory retirement, death, or discontinuance of employment to the extent the funding source permits. In the event of death, such benefit shall be made to the beneficiary designated by the faculty member under the Minnesota Teachers Retirement Association.

Subd. 3. Faculty members who retire from the State University System after ten (10) years of service and who are eligible for and receive an annuity under a State retirement program shall also receive severance pay.

Section B. **Computation.** Severance pay shall be computed at forty percent (40%) of the faculty member's regular accumulated but unused sick leave balance multiplied by the faculty member's regular daily rate of pay at the time of separation. The base for computing severance pay shall not exceed one hundred twenty-five (125) days. Should the faculty member have less than one hundred twenty-five (125) days of regular sick leave accumulated, the difference may be transferred from lapsed sick leave for purposes of calculation of severance pay.

Section C. **Reappointment.** In the event a faculty member who has received severance pay is subsequently reappointed to the State University System, future severance pay for that individual shall be computed upon the difference between the amount of accumulated sick leave restored to the faculty member's credit at the time of re-employment and the amount of unused sick leave at the time of the faculty member's subsequent eligibility.

Section D. *Separation Incentive.*

Subd. 1. *Eligibility.* In addition to the above, any faculty member who has served at least fifteen (15) years in the State University System and is at least fifty-five (55) years of age shall be eligible for early separation.

Subd. 2. *Compensation.* An eligible faculty member who elects early separation through resignation or early retirement by May 15, to be effective the beginning of the subsequent academic year, or a date mutually agreed upon by the faculty member and the Administration, shall receive compensation equal to his/her base salary minus ten percent (10%) of his/her base salary for each year beyond age fifty-five (55). After meeting and conferring with the Association, the President may designate departments or programs in which faculty members choosing the incentive shall receive compensation equal to his/her full base salary. The faculty member shall receive the compensation in two (2) equal annual payments, the first upon separation and the second the following July 1, or on other reasonable terms as conveyed by the faculty member and accepted by the Administration.

Subd. 3. *Maintenance of Benefits.* The separated faculty member shall have the right to continue, at the Employer's expense, health insurance benefits for one (1) year after separation.

Subd. 4. Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations.

Subd. 5. Any faculty member in the group identified in Article 11, Section B, Subd. 2.b., who takes early separation and leaves the State University System prior to receiving the three and one-half percent (3.5%) step, or the lump-sum figure identified in that provision, shall receive a lump-sum payment of one-thousand dollars ($1,000) in lieu of the adjustment or payment specified in Article 11, Section B, Subd. 2.b.

ARTICLE 17
PAID LEAVES OF ABSENCE

Section A. **Sick Leave.**

Subd. 1. Fifteen (15) duty days of sick leave shall be credited to all new full-time faculty members at the time of their employment to cover possible disability during the subsequent fifteen (15) months of employment. Beginning with the sixteenth (16th) month of employment, each faculty member will be credited with one (1) additional day of sick leave for each succeeding month or portion thereof of employment completed within the regular academic year, but not to exceed three (3) days per quarter, plus one and one-half (1 1/2) days for each single summer session and three (3) days for each double summer session employed.

Subd. 2. Unused sick leave may accumulate to a total of one hundred twenty-five (125) days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to his/her credit. In the event that a faculty member with an illness exhausts his/her current accumulated sick leave, and has lapsed sick leave recorded to his/her credit, additional sick leave shall be granted by the President upon valid medical documentation, to the extent required by the employee's illness, but not to exceed the total amount of his/her lapsed sick leave.

Subd. 3. Faculty members on a full-time fixed-term appointment as provided for in Article 21, Section D, Appointment of Faculty, shall be credited upon initial employment with one (1) day of sick leave for each month of service.

Subd. 4. Individuals commencing employment on less than a full-time basis shall be given sick leave credit as described in this Section, at the commencement of employment on a pro rata basis. Such part-time faculty members shall accumulate sick leave on the basis of one (1) day per month employed pro rata by the fraction of the time employed. Use of sick leave for such faculty members shall be deducted on a pro rata basis according to the fraction of the time employed at the time of leave.

Subd. 5. Sick leave shall be granted by the President for absences made necessary by reason of illness or disability, including temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom; by exposure to contagious disease which may endanger the individual or the public health; or by illness in the immediate family of the faculty member, making it necessary that the faculty member be absent from his/her duties. In the case of absence for illness of members of the immediate family, the term "immediate family" shall be defined to include the spouse, brothers, sisters, children, ward, parents or parents of the spouse

living in the faculty member's household. The President may extend the provisions to include other residents of the household.

Subd. 6. Any faculty member re-employed within one (1) year at the same or any other university within the System shall have unused accumulated sick leave reinstituted and posted to the employee's credit in the records of the employing university, provided such sick leave was accrued in accordance with the provisions of this Agreement, and provided such sick leave has not been used in the calculation of severance pay. In the event such sick leave was used in the calculation of severance pay, the faculty member shall have sixty percent (60%) of the unused accumulated sick leave reinstituted and posted to the faculty member's credit.

Subd. 7. All unused sick leave earned prior to ratification of this Agreement shall remain in full force and effect, and shall be credited fully to each faculty member's sick leave accumulation.

Subd. 8. Faculty members with appointments for periods other than 168 duty days shall have the number of days of sick leave per year to be accrued calculated in accordance with the following formula:

$$\text{Total Sick Leave Accrued} = \frac{\text{Total Number of Duty Days}}{168} \times 9 \times \text{percentage of a normal workload}$$

Section B. **Bereavement Leave.** The use of a reasonable period of leave, up to five (5) days per occurrence, shall be granted in case of a death in the immediate family. The term "immediate family" shall be construed to mean the spouse, the parents, guardian, children, grandchildren, brothers, sisters, grandparents, or wards of either the faculty member or faculty member's spouse. Bereavement leave shall not be deducted from sick leave in the case of relatives of the faculty member or the spouse's parents. Bereavement leave shall be deducted from sick leave in the case of other relatives of the spouse. Additional time may be allowed by the President depending upon circumstances.

Section C. **Military Leave of Absence.** Faculty members who are members of the state or federal armed service are entitled to leave of absence with pay as defined in Minnesota Statutes.

Section D. **Court Related Leaves of Absence with Pay.** Faculty members shall be granted a leave of absence with pay for:

Subd. 1. Service upon a jury.

Subd. 2. Appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to subpoena or other direction by proper authority. If the faculty member is the plaintiff, the faculty member shall reimburse the university for expenses incurred for a substitute not to exceed the faculty member's salary for the work days missed.

Subd. 3. Attendance in court in connection with a faculty member's official duty, such attendance including the time required in going to the court and returning to the faculty member's place of work.

Section E. **Emergency/Personal Leave.** A faculty member may be granted up to three (3) days (non-cumulative) of emergency or personal leave per fiscal year for situations not covered by other provisions of this Agreement that arise necessitating the absence of the faculty member from the campus. Whenever possible, the faculty member shall apply for prior approval of the leave by the President.

Section F. **Sabbatical Leave.**

Subd. 1. The President may grant a sabbatical leave to an eligible faculty member who proposes to undertake a scholarly research project, additional study, or other endeavor that will enhance the faculty member's contribution to the university. At the beginning of each fall quarter, the President, after meeting and conferring with the Association, will establish a schedule for application, for consideration and announcement of the sabbatical leaves.

Subd. 2. In order to be eligible for sabbatical leave, a faculty member must have completed at least six (6) years of service at the university since the faculty member's initial date of employment, or since the expiration of such faculty member's previous sabbatical leave. The granting of sabbatical leave shall be contingent upon the President's determination that funds are available for this purpose and that staffing requirements of the university can be met. Where sabbatical leave is denied, reasons therefore shall be communicated to the faculty member in writing. However, the faculty member shall be granted a full year sabbatical, upon request, after completion of ten (10) years of service, or since the expiration of the faculty member's last previous sabbatical leave, subject to Subd. 3 below. Should more than twenty-five percent (25%) of the faculty of any particular department or program be eligible for and request such a leave, the President shall grant such leave to the twenty-five percent (25%) who are most senior, and delay the granting of leave to other faculty until the following year.

The President may grant such sabbatical leaves for two (2) quarters or one (1) quarter where financially and programmatically feasible. The granting of such partial-year sabbaticals shall be based upon years of seniority since the last sabbatical or the years of seniority at the university if the faculty member has never been granted a sabbatical leave; in case of a tie, the faculty member with the longer continuous service with the university shall have priority. Leaves taken for reasons of professional improvement directly relating to the faculty member's university responsibilities shall be counted as time served towards eligibility for sabbatical leave. A full year's credit shall be given for each year of such leave but shall not exceed two (2) years.

Subd. 3. The faculty member's proposal for sabbatical leave shall include a written plan consistent with the purpose outlined in Subd. 1 above and an indication of the quarter(s) that the faculty member intends to be on leave. The faculty member shall agree in writing to return to the university for at least one (1) year of service after the conclusion of the sabbatical. In the event the faculty member fails to follow the broad outline of his/her plan or to return to the university for one (1) year of service after the conclusion of the sabbatical, the faculty member shall refund to the university such funds awarded during that sabbatical period.

Subd. 4. Sabbatical leaves may be granted for one (1) quarter at full base salary, for two (2) quarters at two-thirds (2/3) of base salary, or for a full academic year at one-half (1/2) of base salary. Effective with FY 1985, sabbaticals for a full academic year shall be granted at two-thirds (2/3) of base salary. For part-time faculty members, the amount of sabbatical pay shall be adjusted pro rata.

Subd. 5. Faculty members on sabbatical leave may accept scholarships, fellowships, grants, or employment during the sabbatical leave, provided such scholarships, fellowships, grants, or employment afford experience which serves the purpose of the sabbatical leave.

Subd. 6. Faculty members at universities operating on other than a quarter system shall be afforded leave options equivalent to those provided above.

Subd. 7. A faculty member shall be eligible for continued group insurance benefits as provided by law during the course of the leave.

Section G. **Accrued Benefits.** A faculty member while on leave shall retain all rights and accumulated benefits. Such benefits shall continue to accrue for the period of time that a faculty member is on leave pursuant to this Article.

Section H. **Paid Leave of Absence.** The President may grant a faculty member a paid leave of absence up to one (1) year in length for the purpose of retraining or further training to meet the programmatic needs of the university.

ARTICLE 18
LEAVES WITHOUT PAY

Section A. **Leaves.**

Subd. 1. *General Leaves.* A faculty member may request a leave of absence for valid reasons, for an initial period not to exceed two (2) years. A request for leave shall be made as early as practicable and shall include a statement as to the purpose for which the leave is requested, including its value to the faculty member and the university. The President shall consider the effect of such a leave upon the university, and a request shall not be arbitrarily denied. A general leave of absence beyond two (2) consecutive years may be granted at the discretion of the President. However, the faculty member shall cease to accrue seniority beyond the second (2nd) year.

Subd. 2. *Educational Leave.* The President may grant an educational leave at the request of the faculty member when the purpose of the leave is to work toward certification or an advanced degree, if this request is made in a reasonable time in advance of the leave. Such requests shall not be unreasonably denied. Upon return to the university, the faculty member shall be entitled to credit for years of seniority accumulated during and prior to the leave. Normally, an educational leave will not extend beyond two (2) years, but may be extended by the President. However, the faculty member shall cease to accrue seniority beyond the third (3rd) year.

Subd. 3. *Administrative Leave.* Faculty members who accept an administrative assignment within the State University System shall take an administrative leave for the duration of the assignment. A faculty member on administrative leave shall cease to accrue seniority beyond the second (2nd) year. A faculty member accepting this appointment shall not participate in any aspect of faculty or departmental governance and may take no action that affects his/her own terms and conditions of employment as a faculty member.

Subd. 4. *Extended Leaves.* Extended leaves of absence of at least three (3) but not more than five (5) years may be granted in accordance with Minnesota Statutes 136.88. Notwithstanding any other section of this Agreement, retention and accrual of all rights and benefits for faculty on extended leave shall be governed by Minnesota Statutes 136.88.

Section B. **Parental Leave.** Upon request, a parental leave of absence without pay shall be granted to natural or adoptive parents. Faculty members who intend to use parental leave according to the provisions of this Section should notify the Administration as soon as it is practicable. The leaves shall commence on

the date requested by the faculty member, and shall continue for a period of up to nine (9) months, however, when feasible, an effort should be made to begin and end a leave coincidental with the beginning of academic quarters. Parental leave may be extended for an additional nine (9) months upon application to and approval by the Administration.

Section C. **Maintenance of Benefits.** While on unpaid leave, the faculty member shall have the right to continue, to the extent permitted by law, any or all benefits, provided any direct cost resulting therefor is reimbursed to the Employer by the faculty member.

Section D. **Accrued Benefits.** A faculty member while on leave shall retain all rights and accumulated benefits. A faculty member on leave pursuant to Section A, Subd. 2 of this Article or a tenured faculty member on general or extended leave of absence for purposes judged by the President to be of benefit to the institution, such as service or employment in the area of their expertise, shall be entitled to credit for years of seniority for purposes of layoff accumulated during the leave, and shall be entitled to continuation of insurance benefits, unless provided through outside employment during the leave.

ARTICLE 19
NOTICE OF VACANCIES

Notice of any vacancies in the State University System shall be made known to the faculty by means of posting on bulletin boards designated for such purposes, and shall be included in the university/President's newsletter and shall be sent to the IFO/MEA simultaneously with any other publication of the vacancies. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

ARTICLE 20
DEPARTMENTS AND DEPARTMENT CHAIRPERSONS

Section A. **Departments.**

Subd. 1. The President may, after meeting and conferring, designate various academic departments consistent with the institution's mission and academic scope of activity. Departments or programs defined as of the date of execution of this Agreement shall continue to exist unless the President, after meeting and conferring with the Association, redefines departments or programs based upon the needs of the university. Redefinition of departments or programs by the President shall occur no more than once each year, and shall be announced by and effective with the posting of seniority rosters on March 1st. Such determinations of the President shall not be subject to the provisions of the grievance procedure.

Subd. 2. All faculty members shall be members of at least one (1) department or equivalent administrative unit. Nothing in this Article shall be construed to compel the Employer to have a Chairperson in any given department. In departments where the administration has decided not to have a

Chairperson, the department may elect and propose annually a person to carry out the procedures required by the contract.

Subd. 3. Departments shall have the rights to establish, through a democratic process and in a manner consistent with university procedures and the provisions of this Agreement, departmental policies, procedures, and schedules. The department may make recommendations, forwarded through the department Chairperson, on its own behalf concerning such matters as personnel actions, budgetary matters, teaching assignments, the departmental curriculum, classroom and equivalent duty schedules, etc. The department shall establish appropriate committees as the need arises.

Section B. **Department Chairpersons.**

Subd. 1. The responsibility of the department Chairperson shall be to provide academic and administrative coordination.

Subd. 2. The department Chairperson shall coordinate the activities of the department through a process of regular consultation with all the members of the department and the President of the university or his/her designee. The Chairperson shall provide coordination within a department with respect to departmental rights and functions as described in Section A of this Article.

Subd. 3. The Chairperson shall be responsible for forwarding recommendations of the department to the appropriate administrative personnel, but shall not be restricted from submitting his or her own reactions or recommendations to the President or his/her designee, whether or not such Chairperson recommendations coincide with those of the faculty. Copies of such reactions and recommendations shall be made available to the department members, except for those concerning personnel matters. Recommendations and/or reactions pertaining to personnel actions shall be in accordance with the provisions of the appropriate article(s) in this Agreement and a copy shall be given to the affected faculty members.

Section C. **Release Time and Compensation.**

Subd. 1. All department Chairpersons of departments of five (5) or more FTE members shall be offered appointments of at least 196 duty days; however, Chairpersons shall not be obligated to accept an appointment for longer than 168 duty days. Chairpersons of smaller departments may be offered appointments of longer than 168 duty days in duration if in the discretion of the President the duties of such Chairpersons require extended appointments. The 196 duty days of the extended appointment shall consist of the 168 academic duty day schedule plus three (3) contiguous days, plus either Summer Session I or Summer Session II. The choice of the summer session and schedules other than this shall be determined with the Chairperson.

Subd. 2. During the regular academic year, department Chairpersons shall have release time according to the listed schedule below. Release time may be averaged during the course of the academic year in order to meet the requirements of the listed schedule.

FTE	Release Time
1-3 FTE Members	by arrangement
4-15 FTE Members	1/3 to 1/2 time by arrangement
16-24 FTE Members	1/2 to 2/3 time by arrangement
25 or more	2/3 to full-time by arrangement

Arrangements shall be subject to the approval by the President after consultation with the individual department Chairperson.

Subd. 3. During the summer session those department Chairpersons on more than nine (9) month appointment shall not have a teaching load which exceeds a maximum of one (1) (three or four credit) course at one (1) summer session.

Section D. **Selection.**

Subd. 1. *Search.* When a department Chairperson is to be selected, the President or his/her designee, after consultation with the department faculty, shall determine whether the new Chairperson is to be chosen from within the university or whether the search shall include candidates from outside the university. In either case, an election shall be held by the faculty of the department for the purpose of selecting the nominee.

Subd. 2. *Nomination.*

a. The name of the candidate receiving the majority vote in a secret ballot election shall be submitted to the President or his/her designee as the department's nominee for the position of Chairperson.

b. Within ten (10) working days of the receipt of such nomination, the President or his/her designee shall either appoint the nominee or notify the members of the department in writing that he/she declines to appoint the nominee, and upon request of the department shall meet with the department to discuss the reasons therefor.

c. If the President or his/her designee declines to appoint the nominee, the department shall conduct a second election and submit the name of a different nominee to the President or his/her designee.

d. Within ten (10) working days of receipt of the name of the second nominee, the President or his/her designee shall appoint the nominee, except that the President retains the right to decline to appoint the nominee if he/she has reason to believe that state or federal anti-discrimination laws were violated, and subsequently appoint an interim chair, for a period not exceeding one (1) academic year, without election. The President shall explain his/her reasons for believing that the laws were violated at a meet and confer before appointing an interim chair. Grievances arising from the President's decision are reviewable only through the procedure in the State University System's Affirmative Action Plan.

Subd. 3. *Temporary Vacancies.* For temporary vacancies (such as when a Chairperson is on leave or during the interim period when an election is being conducted), the President or his/her designee may, after consultation with the faculty members of the department, appoint an interim Chairperson.

for a period not to exceed nine (9) months unless a longer period is mutually agreed upon by the President and the department, in which case the appointment may be for a period not to exceed fifteen (15) months.

Section E. **Recall.**

Subd. 1. Upon presentation to the President or his/her designee of a petition signed by a majority of the department members eligible to vote, excluding the department Chairperson, to recall the Chairperson of that department, the President or his/her designee shall within ten (10) working days give to all members of the department written notice setting forth the time, date (during an academic year), place and purpose of a meeting to consider the recall petition. The President or his/her designee shall preside at the meeting.

Subd. 2. A two-thirds (⅔) vote by secret ballot of all department members who are eligible to vote shall be required to recommend to the President or his/her designee that he/she declare a vacancy to exist in the departmental chair. Upon receipt of such a recommendation, together with a written record of the minutes of such a departmental meeting and a record by number of the votes cast, the President or his/her designee shall meet with the department members and the Chairperson and discuss the matter. If the President rejects the recall recommendation, he/she shall, after discussions with the department and within ten (10) days, call for another vote upon the recall, the results of which shall be binding. The effective date of recall shall be immediate, except that in the case of a first year Chairperson the President shall set an effective date of recall which shall not be later than the end of the academic year in which the recall action was taken. The President's action to implement the department action to recall a Chairperson, or the effective date of such a recall in the case of a first year Chairperson, shall not be subject to the grievance procedure.

Section F. **Removal.** The President or his/her designee may, after consultation with the department, declare a vacancy to exist in the position of Chairperson. Such action shall not be subject to the grievance procedure. In filling the vacancy, the selection shall be made in accordance with the provision of Section D hereof.

Section G. **Voting Eligibility.** Faculty members who have at least one-half (1/2) time appointments in the department and have been members of that department for at least two (2) complete consecutive quarters shall be eligible to vote in matters pertaining to the department Chairperson.

Section H. **Term.**

Subd. 1. The term of a Chairperson shall be three (3) years.

Subd. 2. At the end of each completed term, the office of Chairperson shall be considered vacant.

Subd. 3. If a Chairperson has served two (2) consecutive terms, he/she may be elected to another consecutive term only if he/she receives at least sixty percent (60%) of the votes cast in the election.

Section I. **Directors.** During the spring quarter of each year prior to May 10, the President shall submit to the Association a list of all Directors or similar positions for which release time and/or remuneration is provided. The list shall include the position description and the compensation (monetary and/or release

time). A meet and confer shall be held after the receipt of the list but prior to the end of the spring quarter to exchange views and concerns with regard to Directorships. This exchange shall include but not be limited to additions, modifications, discontinuations, procedures and changes in compensation relating to the Directorship or similar position.

ARTICLE 21
APPOINTMENT OF FACULTY

Section A. **Vacancies.** When new faculty positions are created or faculty vacancies exist, such positions shall be advertised in accordance with Article 19 of this Agreement. Prior to making an appointment, the President shall involve the department in evaluating academic credentials of the candidates and in making recommendations to the President concerning the candidates for the vacancies. When a faculty vacancy exists because of resignation, retirement, death or transfer, the President or his/her designee shall consult with the affected department or program.

Section B. **Appointment Date.** All full-time faculty members whose appointments are effective after the beginning of the academic year shall, for the purpose of reappointment, promotion, or completion of probationary period, be considered as having begun service at the beginning of that academic year. This provision shall apply to all current and future probationary and tenure track faculty members and shall not apply in the calculation of seniority. Faculty members who, by application of this Section, would have completed their probationary period prior to July 1, 1985, shall be eligible to apply for consideration for tenure during the 1985-86 academic year.

Section C. **Initial Assignment to Rank.** Qualifications for initial assignment to faculty rank are to be as follows:

Professor	Earned doctorate or other appropriate degree, plus ten (10) years of collegiate-level teaching or related experience.
Associate Professor	Earned doctorate or other appropriate degree, plus seven (7) years of collegiate-level teaching or related experience.
Assistant Professor	Earned doctorate or other appropriate degree.
Instructor	Appropriate preparation.

Normally, no faculty member may be assigned to a rank more than one (1) level below that for which he/she is qualified. In each instance, the President shall establish what constitutes appropriate experience and appropriate degrees for the purpose of assignment to rank.

Section D. **Appointment.** Appointments shall be one of the following five (5) types:

Subd. 1. *Fixed-Term Appointments.*

a. *Definition.* A fixed-term appointment is an appointment for a limited period of time and is to be used only when the position to be filled is clearly of a temporary nature or is used when a position not clearly of

temporary nature needs to be filled for a temporary period (not to be extended beyond one (1) year) when normal procedures do not result in the position being filled or time requirements cannot be met. Positions extending beyond two (2) years shall not be considered "temporary."

b. *Length.* A fixed-term appointment shall not exceed twelve (12) months in duration; however, the President may extend such an appointment to a maximum of two (2) years when such an action is deemed to be in the best interests of the university. Fixed-term employment terminates at the end of the appointment period and carries no implication for future employment.

c. *Exceptions.* Fixed-term appointments may also be utilized as replacements for persons on leave, or for head coaches in accordance with Article 10, Section G, as well as those financed by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer. Fixed-term appointments to such positions so funded may be extended beyond the two (2)-year period.

Subd. 2. *Nontenure Track Appointments.* A nontenure track appointment is an appointment not leading to eligibility for consideration for tenure. A nontenure track appointee will have employment for the subsequent year unless notified otherwise by March 15 of the year of employment. By June 30, 1984, no more than eight percent (8%) of the full-time equivalent bargaining unit membership at each university as of the previous March 1 shall have this status.

Subd. 3. *Adjunct Appointments.* An adjunct faculty member shall not teach more than eight (8) credits in any one (1) academic quarter nor more than twelve (12) credits in any one (1) academic year. The appointment terminates at the end of the stated period and carries no implication for future employment. The President, or his/her designee, shall consult with the department concerning the need for hiring adjuncts. The department shall be responsible for evaluating the academic credentials of the candidates and making recommendations to the President for such appointments.

Subd. 4. *Probationary Appointments.*

a. *Definition.* Probationary appointment is any appointment other than fixed-term, nontenure track, adjunct, or tenured appointment. A probationary appointment means that the individual holding such an appointment holds it for a stated term but that during such term he/she is being evaluated for purposes of determining whether or not at some fixed time an appointment with tenure shall be offered. Probationary appointments may be for one (1) year or other stated periods and may be nonrenewed subject to the conditions in Article 24, Section C.

b. When the administration decides to appoint a probationary faculty member within a department, a notice of vacancy shall be prepared according to normal university procedures. When the notice of vacancy is approved by the university, nontenure track and fixed-term faculty who have served five (5) or more FTE years in that department may apply

for that position. Before commencing the formal search to fill the position, the department shall review all such applications from eligible non-tenure track and fixed-term applicants. Should none of the applicants be recommended by the department or appointed by the Administration, the formal search shall continue.

c. *Length.* The total period of probationary service prior to the acquisition of tenure shall not be less than one (1) year in the university and shall not exceed five (5) years of full-time equivalent service. For those persons who, because of prior part-time service, reach four (4) FTE years of service during the academic year, the probationary period shall end at the completion of that academic year.

d. *Computation.* The probationary period shall include all tenured, probationary, nontenure track, and fixed-term employment served within the previous twelve (12) years in the faculty member's university together with such previous higher education service in other institutions up to a maximum of four (4) years if approved in writing by the President at the time of initial employment. The computed probationary period shall include a probationary appointment immediately prior to the granting of tenure. For individuals who were previously tenured in any university in the System and whose rehiring rights have expired after layoff, appointment to a position after retraining shall include a probationary period not to exceed two (2) years. Notice of nonrenewal of such appointments shall be given no later than May 31 of the year prior to the expiration of the appointment. However, fixed-term employment financed by monies received from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer shall not be counted in computation of the probationary period, except as otherwise approved in writing by the President.

Subd. 5. *Tenure.*

a. *Definition.* An appointment with tenure is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 4 c. hereof. Appointment beyond the completion of the specified probationary period because of an arbitrator's award or because of clerical error shall not carry with it the award of tenure. Faculty members who hold tenure at the time of execution of this Agreement shall be deemed to have tenure under this Agreement. Tenured appointments are for an indefinite period of time and individuals holding such appointments are automatically reappointed annually unless terminated under the provisions of either Article 24, Faculty Rights on Dismissal, Suspension, and Non-Renewal, or Article 23, Retrenchment. Tenured faculty on less than full-time appointments shall automatically be reappointed to a position of at least half (.50) FTE but less than full-time each year unless terminated under the provisions of either Article 24, Faculty Rights on Dismissal, Suspension, and Non-Renewal, or Article 23, Retrenchment. Changes in workload for a tenured part-time faculty member shall not constitute a retrenchment so long as that workload remains at half (.50) FTE or above.

Tenured full-time faculty who are appointed to a part-time position, by mutual agreement of the faculty member and the President, shall be considered to hold tenure in that position and shall retain tenure as a full-time employee upon return to full-time employment.

Tenured part-time faculty members may apply for consideration for tenure as a full-time faculty member after three (3) continuous years of service in a full-time position.

b. Except for faculty members who, by virtue of prior service credited in accordance with Subd. 4.d. above, are eligible for consideration earlier, a faculty member shall normally be considered for tenure during the fifth (5th) year of continuous FTE service in a tenure-earning position. A non-tenured faculty member who believes he/she is eligible for consideration for tenure shall inform the Dean in writing so that appropriate action will be taken, and, if such consideration is during the fifth (5th) year of FTE service, this procedure for consideration for tenure shall be in lieu of any other established procedures for consideration for non-renewal of probationary employment. The President or his/her designee shall ask the appropriate department and chairperson for recommendations towards the tenure of the faculty member concerned. The President may establish any additional procedures within the Administration after meeting and conferring with the Association. The faculty member shall be advised of the recommendations sought by the President and shall be given an opportunity to comment in writing. The President, after considering the recommendations and the faculty member's comments, if any, shall decide whether or not to grant tenure to the faculty member. The President's decision shall be communicated to the faculty member by May 31. Should the President's decision be negative during the faculty member's fifth (5th) year, the sixth (6th) year's contract shall be terminal. Otherwise, the faculty member shall have tenure status.

ARTICLE 22
PROFESSIONAL DEVELOPMENT AND EVALUATION PROCEDURES

Section A. **Purpose.** The evaluation process shall be for the purpose of encouraging and supporting professional development, improving instruction and academic support services, and providing information necessary, in part, as a component in making personnel decisions.

Section B. **Criteria.** The criteria shall include:

1. Demonstrated ability to teach effectively or perform effectively in other current assignments.
2. Scholarly or creative achievement or research.
3. Evidence of continuing preparation and study.
4. Contribution to student growth and development.
5. Service to the university and community.

Section C. **Schedule.** Non-tenured faculty members with appointments of (half) (.5) FTE or more shall be evaluated formally at least once annually. Unless requested more frequently by a faculty member, tenured faculty members shall be evaluated formally once every four (4) years.

Section D. **Procedure.** After the Local Association has been provided an opportunity to meet and confer concerning implementation of this procedure, the President shall set a schedule for the evaluation process consisting of a timetable for preparation of plans for professional development by individual faculty members, a timetable for annual reporting, and a timetable for the formal evaluation at the end of the evaluation period.

At the beginning of the evaluation period, the individual faculty member, after consultation with the Dean or his/her administrative designee, or other appropriate supervisor, shall prepare a plan for his/her professional development covering the period of evaluation. The faculty member may discuss the plan with the Chairperson and with members of the department. The plan shall include specific objectives, methods and expected achievements in respect to each of the criteria in Section B. While each of the criteria in Section B shall be addressed in the faculty member's plan, each faculty member may place a different emphasis on the various criteria. The appropriate Dean, his/her administrative designee, or other appropriate supervisor shall comment on the plan. Before commenting, the Dean, his/her administrative designee, or other appropriate supervisor may consult with the department Chairperson andwith other members of the department to determine how the plan relates to departmental goals and objectives. The faculty member shall have an opportunity to respond to these comments. Copies of the plan together with comments added shall be maintained as part of the faculty member's official personnel file.

Section E. At the end of the evaluation period, the faculty member shall prepare a report and send it to the Dean, together with appropriate documentation describing progress made in respect to achieving his/her objectives as specified in his/her professional development plan. A copy of the report shall be sent to the department through the department Chairperson. The faculty member will then meet with the Dean to discuss achievements made during the evaluation period. A written summary of the Dean's assessment of the faculty member's accomplishments in respect to his/her plan, as they relate to the criteria in Section B, together with any suggestions the Dean might offer to guide future professional development activities, shall then be sent to the faculty member, and placed in the faculty member's official personnel file.

Tenured faculty members, at the end of the first (1st), second (2nd), and third (3rd) year of the evaluation period, shall send to the Dean a report describing progress made with respect to his/her plans for professional development. Copies of these reports shall be sent to the appropriate Chairperson, to the faculty member's Dean, and to the faculty member's personnel file.

ARTICLE 23
RETRENCHMENT

Section A. **Retrenchment.** A retrenchment is the layoff of tenured or probationary faculty members due to System or university budget reductions, budget deallocations, expenditure freezes, or unfunded increases in operating costs, resulting from action by either the legislature, the Governor, or the State University Board, or program changes, or enrollment shifts, or legislative mandate.

The President shall meet and confer with the Association, in accordance with the provision of Article 6, at the time the President first considers retrenchment. In connection with such duty to meet and confer, the President shall give the reason(s) for considering retrenchment and shall provide information of anticipated attrition, and statistics and financial data having a bearing on any such retrenchment. The President shall consult with the Chancellor before the issuance of layoff notices.

Section B. **Retrenchment Procedure.**

Subd. 1. *Attrition.* Whenever possible attrition due to retirement, resignation, early separation, or death should be used to avoid the necessity for layoffs.

Subd. 2. *Retraining.* Retraining of present faculty shall be considered by the President to avoid the necessity for layoffs.

Subd. 3. *Layoff.* Upon determination by the President that attrition and retraining will not accomplish the reduction, then layoffs may be instituted. After meeting and conferring with the Association pursuant to Section A above, the President shall determine the particular department or program in which personnel reductions ought to be made. Such reductions shall then be accomplished in the following order:

a. Adjunct, fixed-term, and nontenure track, without priority, based upon programmatic needs.

b. Probationary.

c. Tenured faculty in the affected department shall be laid off in inverse order of seniority as described in Article 29 hereof. No tenured faculty member who has at least twenty (20) years of service within the State University System or who is within five (5) years of mandatory retirement shall be laid off. However, in departments or programs where positions are financed by monies from an outside jurisdiction or agency and are occupied by fixed-term or probationary faculty, such faculty may continue to hold such positions in reduced departments or programs unless there are tenured faculty members qualified to fill such positions as determined by the President.

d. If two (2) or more faculty members have equal seniority, then those with greater length of tenured service shall have priority for retention. Should faculty members still be equal in seniority, then those with greater length of total service in the university shall have priority in retention. Beyond this, the decision of which person to retain will be made on the basis of programmatic needs of the university as determined by the President.

Subd. 4. *Advanced Notice.* Notice of layoff under the provisions of this Article, for nontenured faculty members shall be furnished in accordance with Article 24, Section C, Subd. 3. Tenured faculty members to be laid off under the provisions of this Article shall be provided notice pursuant to this Article no later than May 31 of the prior year.

Subd. 5. *Sabbatical Leave.* If a faculty member had been scheduled for a sabbatical leave, he/she shall not be deprived of his/her sabbatical leave because he/she is subject to being laid off.

Subd. 6. *Retraining Leave.* The President will consider and may approve a training leave, in accordance with Article 17, Section H, for a faculty member who has received a notice of layoff. The retraining leave would occur during the faculty member's terminal year and provide the faculty member with an opportunity to become qualified for a position in a related or allied discipline. The President's decision shall not be grievable.

As an alternative, but not in addition to the retraining leave, the President may offer a sabbatical leave to a faculty member for the purpose of retraining in a field for which employment is available at the faculty member's university. This sabbatical would occur during the faculty member's terminal year. The President's decision to offer, or not to offer the sabbatical leave shall not be grievable.

Subd. 7. *Furlough.* Tenured faculty members who have been given notice of layoff may, at any time during the year of notice, choose to be placed on furlough instead of being laid off. Furlough status shall be under the following conditions.

a. The furlough shall start at the end of the year of notice and continue for a period of no more than two (2) years.

b. There shall be presumption that the faculty member on furlough shall return to duty unless the President, by March 15 of the second year of the furlough, determines after meeting and conferring with the Association, that the individual faculty member shall be laid off. In such event, the layoff shall begin immediately following the furlough.

c. Faculty on furlough shall have all recall and reassignment rights described in other sections of this Article, and such rights shall continue for three (3) years beyond the furlough should the individual be subsequently laid off.

d. Faculty members on furlough shall be eligible for Employer paid insurance benefits at the level in force at the time of layoff notice for a period of twelve (12) months after the beginning of the furlough. Such insurance benefits shall be available at the employees' expense for an additional twelve (12) months. If Employer paid insurance is provided during furlough, the employee shall not be eligible for further benefits during a layoff immediately following the furlough.

e. Time spent in furlough status shall not be counted toward meeting the provisions of Section B, Subd. 3 c. of this Article.

Section C. **Catastrophic Retrenchment.** If a retrenchment within a university involves layoff notice being given to more than fifteen percent (15%) of the tenured faculty in an academic year, such tenured faculty shall be entitled to reemployment rights for three (3) years within the System, following the same procedure used for recall in Section G.

Section D. **Rights.** Tenured faculty members laid off in accordance with this Article shall have reassignment rights or, as a result of Section C above, recall rights for three (3) years following the effective date of their layoff.

Subd. 1. *Retrenchment List.* A current list of faculty members who possess reassignment and recall rights, under Section C, will be maintained by the State University System office. Each university will notify the System Director of Personnel whenever a tenured faculty member is given notice of retrenchment. The State University System will send an updated list to each of the universities whenever it receives such notice.

Subd. 2. *Notices of Vacancies.* All tenured faculty members who have received a notice of retrenchment shall receive copies of all vacancy notices for faculty positions which will be included in the IFO/MEA unit when filled unless they request in writing not to receive them. Included with the initial mailing of vacancy notices will be a letter describing the reassignment process and a form to use to notify the System Director of Personnel of a faculty member's desire to exercise his/her right of consideration for a specific position. Vacancy notices for probationary and non-tenure track positions shall be sent at least three (3) weeks prior to disseminating them within the State University System or in local or national publications. Vacancy notices of fixed-term and adjunct positions shall be sent no later than the same day that they are disseminated within the State University System and before such notices are disseminated in local or national publications.

Section E. **Reassignment.** Tenured faculty members notified of layoff in accordance with this Article may exercise their reassignment rights within the State University System as follows:

1. The faculty member shall have three (3) calendar weeks from the date the notice of vacancy was mailed to contact the System Director of Personnel and indicate his/her interest in the position and to forward the application materials requested in the notice to the Academic Vice President or designee of the university involved. When the credentials of the faculty member have been received, the Vice President or designee shall meet with the department where the vacancy exists and insure that the department is aware of and understands all the provisions of this Section prior to considering the reassignment request.

2. The department involved shall make telephone contact with the faculty member and invite him/her to visit the campus for an informational interview. At the time of the visit, he/she shall also be afforded an interview with the President or appropriate Vice President. The university shall be responsible for travel and related expenses from the faculty member's place of residence if it is within the state of Minnesota or immediately across the border from Winona or Moorhead. The faculty member will be responsible for travel and related expenses from a place of residence

outside the state of Minnesota. The department shall make a written recommendation to the President concerning the credentials of the candidate. If the recommendation from the department is negative, the faculty member shall be afforded a telephone call with the President before the President determines whether he/she is qualified to fill the vacancy.

3. After consulting with the department, the President of the university shall determine whether the faculty member is qualified to fill the vacant position. In evaluating the faculty member, neither the President nor the department will compare him/her with any actual, hypothetical, or "ideal" applicant, and will take no notice of applications and credentials of other candidates until a decision has been reached regarding the faculty member seeking reassignment.

4. The faculty member must be awarded the position if he/she has sufficient ability, i.e., is competent to perform the duties of the position as described in the notice of vacancy. A faculty member seeking reassignment and having sufficient ability to fill the position will be entitled to the position even though another applicant might be more qualified or possess greater skill or ability.

5. If the vacant position is temporary or less than full time, the qualified faculty member may accept or refuse the position without in any way altering or affecting his/her rights as established in this Article.

6. If the President determines that a faculty member seeking reassignment does not possess sufficient ability to fill the position, he/she shall send the faculty member a written statement identifying the qualifications stated in the notice of vacancy that he/she does not possess. The System Director of Personnel shall be informed so that the notice of vacancy can be mailed and the search resumed in accordance with the procedures of Article 19.

7. If two (2) or more faculty members are deemed qualified for reassignment, the vacant position shall be awarded to the faculty member with greater seniority. If two or more faculty members have equal seniority, the vacant position will be awarded to the one with the greater length of tenured service in the State University System. If two (2) or more faculty members have equal seniority and tenured service, the vacant position will be awarded to the one with greater length of total service in the State University System. If two (2) or more faculty members have equal seniority and equal length of tenured and total service, the President shall determine which faculty member shall be awarded the vacant position.

8. If no faculty member on the reassignment list responds to the notice of vacancy during the three (3)-week open period, the System Director of Personnel may resume the search in accordance with the procedures of Article 19.

9. Persons offered reemployment must accept such offer within fifteen (15) calendar days after such offer, such acceptance to take effect on a date specified by the President, which will not require a faculty member to be at work earlier than the beginning of the academic quarter following

the date such offer was made or thirty (30) days, whichever is later. Such a faculty member shall retain all accrued seniority in the State University System, including credit for time in layoff status, but shall for purposes of this Article, begin a new accumulation of seniority within the new department or program if in another state university.

10. Persons who decline such offers of reemployment waive all rights of reassignment as established in this Article and shall have their names removed from the reassignment list.

11. All reassignment rights established herein shall expire at the conclusion of three years (36 months) from the effective date of the faculty member's layoff or upon reassignment to a full-time tenured position in the bargaining unit.

Section F. **Option to Reassignment Rights.** With the agreement of the President, a tenured faculty member may waive all reassignment rights under Sections D & E above. In return for this waiver, the faculty member will receive a one (1)-time payment equal to his/her current nine (9)-month base salary. If the President makes a decision to offer this option, the offer shall be extended at least one (1) month prior to the effective date of the layoff and must be accepted or rejected at least ten (10) days prior to the effective date of the layoff.

Section G. **Recall.** Tenured faculty members laid off in accordance with this Article shall have all recall rights and rehiring preference in the same or similar position in the same department or program from which the faculty member was laid off. The following provisions shall apply:

1. When a vacant position is filled, laid off faculty members who are eligible for the position shall be offered reemployment in inverse order of their layoff from the System. In the event that two (2) or more faculty members were laid off at the same time, then that person with the greater seniority shall have priority for recall. If these faculty members have equal seniority, then the person with greater length of tenured service in the university shall have priority for recall. If the vacant position is temporary or less than full time, the laid off faculty who are eligible shall be offered the position, but their accepting or declining the offer shall not jeopardize their recall rights as established in this Article.

2. Persons offered reemployment must accept such offer within fifteen (15) days after such offer, such acceptance to take effect on a date specified by the President, which will not require a faculty member to be at work earlier than the beginning of the academic quarter following the date such offer was made or thirty (30) days, whichever is later.

3. Persons who decline such offers of reemployment waive all rights of recall as established in this Article and shall have their names removed from the recall list.

4. All recall rights established herein shall expire at the conclusion of three years (36 months) from the effective date of the faculty member's layoff.

Section H. **Recalled/Reassigned Faculty.**

1. Faculty members who are recalled/reassigned in accordance with this Article and return to employment in the System shall be reemployed at

their former academic rank with no reduction in their former salary schedule position. In addition, they shall retain all unused sick leave accumulation – not used in the calculation of severance pay at the time of their layoff – as well as their previously earned tenure rights and sabbatical leave rights. If the position to which a faculty member is recalled is within the same seniority unit from which he/she was laid off, then all previous seniority credit will be restored.

2. A list of all faculty members laid off within the prior three (3)-year period shall be maintained by the Employer and distributed to each university and the IFO.

3. Laid off faculty shall be considered to be in an unrequested leave category. After the twelve (12) months of Employer paid insurance benefits expire (Article 14, Section H), the laid off employee shall have the right to continue at his/her own expense his/her full insurance benefits at the group rate for an additional thirty (30) months.

Section I. **Outplacement Service.** The State University System, after consulting with the IFO/MEA, shall select an outplacement consultant and provide such services to faculty members who are given notice of layoff and who request the service.

Section J. **Grievance Procedure.** A layoff due to retrenchment shall not be considered a non-renewal of appointment or a dismissal for cause, and the President's decision to retrench shall not be subject to the grievance procedure.

ARTICLE 24
FACULTY RIGHTS ON DISMISSAL, SUSPENSION, AND NON-RENEWAL

Section A. **Tenured Faculty.** A tenured faculty member may be dismissed only for just cause. In the event that the President believes such just cause exists, he/she shall give written notice of the proposed action to the affected faculty member and the IFO/MEA. Further, the President shall furnish the faculty member the reasons therefor and shall forward such reasons to the IFO/MEA unless the faculty member requests that such information not be so forwarded.

Section B. **Non-Tenured Faculty.** (Probationary, Non-Tenure Track, Fixed-Term, and Adjunct). A non-tenured faculty member may be dismissed only for just cause during the period of his/her appointment. In the event that the President believes such just cause exists, he/she shall give written notice, specifying the reasons to the faculty member and the IFO/MEA.

Section C. **Probationary Faculty.**

Subd. 1. The decision to non-renew probationary faculty shall be made by the President and shall not be for arbitrary or capricious reasons.

Subd. 2. Should a recommendation for non-renewal be made by the department, the Dean, or the Vice President, the President shall invite the faculty member to meet with him/her to discuss the recommendations before his/her decision is made. The faculty member may be accompanied by an IFO/MEA representative.

Subd. 3. Notice of non-renewal of probationary faculty shall be as follows:

a. Not later than March 1 of the first (1st) academic year, if the appointment expires at the end of that year, or if a first (1st) year appointment terminates during an academic year, notice shall be given at least three (3) months in advance of its termination.

b. Not later than December 15 of the second (2nd) academic year(s) of service, if the appointment expires at the end of that year, or, if a second (2nd) year appointment terminates during an academic year, at least six (6) months in advance of termination.

c. No later than May 31 of the year prior to expiration of the appointment during the third (3rd) and subsequent years of academic service.

Subd. 4. The probationary faculty member who is non-renewed shall, upon request, be given written reasons for his/her non-renewal within fifteen (15) days of the request.

Subd. 5. A probationary faculty member who has been given notice of non-renewal in the third (3rd) or subsequent years of employment shall, upon request, be granted an interview with the President by January 15th of the terminal year in order to discuss his/her employment status. Any change in the decision to non-renew shall be communicated to the faculty member within fifteen (15) days.

Subd. 6. The probationary faculty member who is non-renewed shall have access to the full grievance procedure for any violation of Subds. 2, 3, and 4 above and shall have access through the President's level of the grievance procedure for any other violations of this Subdivision.

Subd. 7. Probationary faculty members who are non-renewed without evaluation in compliance with Article 22 during the academic year in which the notice of non-renewal is given shall have their non-renewal rescinded and obtain an additional year of employment during which an appropriate evaluation shall be conducted.

The additional year of employment shall not automatically confer tenure upon faculty members nor shall it be construed as authorizing the Administration to intentionally avoid conducting an evaluation to thereby extend the probationary period. Faculty members who fail to complete the plan for professional development or the annual report in accordance with the timetables established by the President as described in Article 22, Section D, shall be served a written notice to comply within ten (10) days or lose the protection provided by this Subdivision.

Section D. **Non-Tenure Track Faculty.** Non-tenure track faculty will have employment for the subsequent year unless notified otherwise by March 15 of the year of employment. Such notification shall not be considered a non-renewal of employment requiring a statement of reasons as required by Section C, Subd. 4, of this Article. The decision to give such notification shall not be subject to the grievance procedure.

Section E. **Suspension and Written Reprimand.**

Subd. 1. Faculty members may be suspended, with or without pay, or issued a written reprimand only for just cause. In the event that the President believes just cause exists for such a suspension, he/she shall give written notice of the proposed action specifying the reasons to the affected faculty member and the IFO/MEA. Only the President or the appropriate supervisory Vice

President may issue a written reprimand. A written reprimand shall be clearly designated as such. Suspensions and written reprimands are subject to the grievance procedure.

Subd. 2. Suspension without pay shall be limited to a thirty (30) day period.

ARTICLE 25
PROMOTIONS

Section A. **Criteria.** Promotion shall be based on the principles of demonstrated consistent performance and high achievement. The criteria to be used shall include:

1. Demonstrated ability to teach effectively or perform effectively in other current assignments,
2. Scholarly or creative achievement, or research,
3. Evidence of continuing preparation, study,
4. Contribution to student growth and development,
5. Service to the university and community.

Additionally, length of service in rank and at the university may be a factor. Normally, three (3) evaluations will be a prerequisite for consideration for promotion. (see Article 22, Professional Development and Evaluation Procedures)

Section B.

Subd. 1. Normally, a faculty member who wishes to apply for promotion shall initiate the process by November 15. The faculty member will complete an application for promotion and send a copy of the application, along with supporting documentation to the department, through the department Chairperson. A copy of the application for promotion will also be sent to the Dean. The recommendation of the department and of the department Chairperson along with all documentation shall be sent to the Dean by January 30.

Subd. 2. The faculty member being considered for promotion shall be provided with a copy of the Chairperson's and the Dean's proposed recommendation to the Vice President and shall be given the opportunity to meet with the Dean. The faculty member may attach comments to the recommendations prior to their submission, with all documentation, to the Vice President. The Vice President's recommendation, with all documentation shall be sent to the President by March 30. A copy of the Vice President's recommendation shall be sent to the faculty member. Upon receipt of the Vice President's recommendation, the faculty member may request an interview with the President before the President makes his/her final decision on the faculty member's request for promotion. The President's decision shall be conveyed to the faculty member in writing by May 10.

The President's decision to grant or to deny promotion shall not be arbitrary or capricious. Processing of any subsequent applications for promotion of the faculty member shall take into account the areas of deficiency upon which promotion was denied. The President's decision to deny promotion shall not be subject to the grievance procedure.

A faculty member who is not promoted shall, upon his/her request, be given the opportunity to meet with the President or his/her designee to discuss

the President's decision. The faculty member may request, and shall be furnished, written indications of the areas of deficiency, and guidance concerning appropriate courses of action to overcome such deficiencies.

Subd. 3. Failure of the departmental faculty or of the department Chairperson to make a recommendation to the Dean by January 30 shall not preclude the President from making a decision to promote or not to promote an individual subject to Subd. 2.

Section C. **Effective Date.** All promotions shall take effect on the first (1st) duty day indicated in the appointment letter for the subsequent year.

Section D. All instructors shall be promoted to Assistant Professor upon being granted tenure.

ARTICLE 26
METROPOLITAN STATE UNIVERSITY

Section A. **Workload.** Metropolitan State University's unique educational philosophy and individualized format require distinctive faculty roles and responsibilities. In addition to responsibilities involving advising, assessment, curriculum development, center and other academic assignments, community service and professional development, the regular workload of every faculty member shall include teaching three (3) courses — two (2) courses per year in disciplines for which one is qualified (as recommended by the academic center or program faculty and approved by the President or his/her designee), and one (1) individualized educational planning course (or any course that replaces it). A faculty member with a half-time (.50) contract will teach one (1) discipline course and one (1) individualized educational planning course during the term of his/her appointment. The teaching responsibilities of a faculty member on an extended contract will be assigned by the President or his/her designee. The President or his/her designee may assign more than one (1) course to a faculty member per quarter.

Section B. **Overload.** In addition to his/her regular duties, a faculty member, with prior approval by the President or his/her designee, may perform duties on an overload basis. Overload duties may include teaching, as defined below, and, during extended non-duty day periods, degree plan consultations, degree plan reviews, and assessment of experiential learning. For performing overload duties, faculty members shall be compensated at the same rate as that paid to community resource consultants who perform similar duties. With the consent of the President or his/her designee, a course or alternative teaching strategy may be considered overload: (a) if the course or alternative teaching strategy is above and beyond the teaching responsibilies described in Section A; or (b) the President or his/her designee finds it appropriate.

Section C. **Advising.** As part of his/her regular workload, at any point in time a faculty member with a full-time appointment shall not be required to advise more than sixty (60) student advisees. A faculty member with a part-time appointment shall not be required to advise more than a proportionate number of student advisees.

Section D. **Modification.** For any particular faculty member, the provisions of Sections A, B, and C hereof may be modified with the written consent of the President or his/her designee and the faculty member.

ARTICLE 27
GENERAL PROVISIONS

Section A. **Legal Counsel.** If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, he/she shall be furnished legal counsel in accordance with Minnesota Statutes.

Section B. **Unemployment Compensation.** All faculty members shall be eligible for unemployment compensation benefits as provided for by law.

Section C. **Ethical Standards and Outside Employment.**

Subd. 1. A faculty member shall be free to accept such outside employment as does not interfere with the full and proper performance of duties to his/her respective university as outlined in this Section.

Subd. 2. Faculty members shall not engage in any outside activity which interferes with their regular duties.

Subd. 3. During a period of full-time employment, a full-time faculty member shall not receive either an annual retaining fee or a regular salary from any outside source unless the arrangement has been approved by the university President or his/her designee. This provision does not apply to such things as writing of books or articles, or the giving of occasional speeches or consultations.

Subd. 4. A full-time faculty member serving as a regular paid consultant or staff member for another Minnesota state agency shall do so with an appropriate leave of absence and deduction of pay at the university.

Subd. 5. Faculty members engaging in private practice shall not use the official stationery of the university or of the Chancellor, or give as a business address the university, its buildings, its departments, or the Office of the Chancellor.

Subd. 6. The technical equipment of the System or university shall not be used by the faculty members for personal use without notice to and the consent of his/her Employer and the payment of a reasonable fee for the privilege enjoyed.

Subd. 7. Faculty members shall not use their position to secure special privileges or exemptions for themselves or others.

Subd. 8. Faculty members shall not engage in any transaction as a representative or agent of the state with any business entity in which they have a substantial direct or indirect pecuniary interest. This shall not preclude the use in teaching of materials prepared by faculty members. Faculty members preparing materials for sale to students shall notify the President.

Subd. 9. Faculty members shall not accept employment or engage in any business or professional activity which they might reasonably expect would require or induce them to disclose confidential information acquired by reason of their official position.

Subd. 10. Faculty members shall not disclose to unauthorized persons confidential information obtained by them by reasons of their official position nor shall the faculty member otherwise use such information for personal gain or benefit.

Section D. **Professional Improvement Funds.**

Subd. 1. Professional Improvement Funds shall mean support funds that in the past have been identified and allocated as "Research Grants" and "Faculty Improvement Grants."

Subd. 2. All faculty members except adjunct faculty shall be eligible for Professional Improvement Funds for the purpose of enhancing their professional competence.

Subd. 3. The funds distributed shall be no less than one hundred ninety-five thousand dollars ($195,000) in each fiscal year.

Subd. 4. As of the commencement of each academic year, all funds shall be distributed to the universities on the basis of the number of FTE faculty members at each institution. Within thirty (30) days thereafter, a report shall be provided to the IFO/MEA indicating the amount allocated to each university. The President, after meeting and conferring with the Association, shall establish procedures and criteria for the application and awarding of these funds to individual faculty members. Awards in each university shall be made by the President.

Section E. **Check Issuance.** Faculty members may elect to receive compensation in consecutive equal increments during the period of his/her appointment or on a twelve (12)-month basis. A faculty member must elect the option of payment at the beginning of each academic year.

Section F. **Sick Leave Balance.** Once each academic year, each faculty member shall receive from the Employer a statement of his/her balance of unused sick leave accumulations.

Section G. **Courses, Tuitions and Fees.** Full-time faculty members and all probationary, non-tenured track, and tenured part-time faculty members shall be entitled to enrollment, on a space available basis, in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. Such enrollment shall not exceed twenty-four (24) credits for a fiscal year. The faculty member's spouse or dependent children may share this right within the limit established above, with waiver of tuition only.

ARTICLE 28
GRIEVANCE PROCEDURE

The IFO/MEA and the employer agree that they will use their best efforts to encourage an informal and prompt settlement of any complaint that exists with respect to the interpretation and/or application of this Agreement or Employer policies and practices related to terms and conditions of employment. However, in the event such complaint arises between the Employer and the IFO/MEA or faculty member which cannot be settled informally, a grievance procedure is described herein.

No determination shall be made by the Employer in the grievance procedure which diminishes, amends, or otherwise modifies the provisions of this Agreement.

Definitions.

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179A.21, Subd. 1.

Grievant. A "grievant" is a unit member or a group of unit members, Association, or IFO/MEA making the complaint. A grievance filed by the Association which alleges a violation may be initiated at Step 2 of the grievance procedure. A grievance filed by the IFO/MEA which alleges a violation by be initiated at Step 3 of the grievance procedure.

Days. "Days" means calendar days, excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Service. "Service" means personal service or by certified mail.

Reduced to Writing. "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested. A grievance shall be filed on the form supplied by the employer (Appendix A).

Answer. "Answer" means a concise response outlining the employer's position on the grievance.

Informal Step.

Whenever any employee(s) has a grievance, he/she or they may meet on an informal basis with the appropriate Dean (or equivalent) or other university designee in an attempt to resolve the grievance.

Step I.

In the event satisfactory resolution is not achieved through informal discussion, the grievant, within thirty (30) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act of omission if that date is later, shall complete and forward to the Academic Vice President the written signed grievance form (Appendix A) which shall be signed by the Association grievance representative.

If the grievant, exclusive representative, or Academic Vice President requests a meeting, the parties shall meet within seven (7) days of receipt of the grievance and endeavor to mutually resolve the grievance. The Academic Vice President shall then respond to the grievance in writing within ten (10) days of the meeting of the parties. If the exclusive representative, employee(s), or Academic Vice President does not request a meeting at Step I, the Academic Vice President shall respond to the grievance in writing within ten (10) days of the receipt of the grievance at Step I.

Step II.

If the grievance is still unresolved after the response of the Academic Vice President or designee, it may be presented to the university President or his/her designee by the exclusive representative or the employee(s) or his/her designee within ten (10) days after the receipt of the Step I response. If the grievant, exclusive representative, or President requests a meeting, the parties shall meet within seven (7) days of receipt of the grievance and endeavor to mutually resolve the grievance. The President shall respond to the grievance in writing within ten (10) days of the meeting of the parties. When the exclusive representative, employee(s), or President do not request a meeting at Step II, the President shall respond to the grievance in writing within ten (10) days of receipt of the grievance at Step II.

Step III.

If the grievance is still unresolved at Step II and the local Association or employee(s) desire to appeal, it shall be referred by the IFO/MEA, in writing, to the Chancellor within twenty (20) days after the response at Step II. A meeting between the Chancellor or his/her designee and the IFO/MEA representative shall be held within ten (10) days of the receipt of the grievance at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chancellor or his/her designee, and the IFO/MEA representative. If no

settlement is reached, the Chancellor or his/her designee shall give a written response to the IFO/MEA within ten (10) days following the meeting.

Step IV.

If the grievance is still unresolved after the response of the Chancellor or his/her designee, the exclusive representative may, within fifteen (15) days, request arbitration by serving a written notice on the other party of its intention to proceed with arbitration.

The Chancellor or his/her designee and the IFO/MEA representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. The parties may consider an arbitrator from a list provided by the Federal Mediation Conciliation Service, the state of Minnesota Public Employee Relations Board or the American Arbitration Association. Expedited arbitration, as defined by the American Arbitration Association, may be used if agreed to by both parties.

If the Employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, state of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, state of Minnesota.

All grievances shall be processed during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the Employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any provision or paragraph under any circumstance is held invalid, it shall not affect any other provision

or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances. Within thirty (30) days after the execution of the Agreement, the IFO/MEA shall furnish to the Employer a list of all persons authorized to act as grievance representatives and shall update the list as needed.

The Employer will furnish the names of the Employer's designees to deal with grievances at each step of the grievance procedure. No member of the bargaining unit shall be an Employer designee for any step in the grievance procedure.

ARTICLE 29
SENIORITY

Section A. **Definitions.**

Subd. 1. *Seniority.* Seniority shall be defined as full-time equivalent years of continuous service at the university in which the faculty member has served. This definition shall not reduce seniority accrued as of the effective date of this contract to members of the bargaining unit.

Subd. 2. *Full-Time Equivalent Year.* A full-time equivalent year shall consist of three (3) quarters of continuous service for a full-term faculty member while one (1) quarter and two (2) quarters of continuous service in an academic year shall result in one-third (.33) and two-thirds (.66) of a full-time equivalent year respectively. Faculty with less than a full-time appointment for any quarter shall receive the appropriate fraction. No additional full-time equivalent years shall be accrued for any assignment beyond the regular academic year.

Subd. 3. *Continuous Service.* Continuous service shall commence on the first (1st) duty day an individual begins employment service with a state university and shall be interrupted only by separation because of resignation, non-renewal or dismissal for just cause. A leave of absence pursuant to Articles 17 or 18 shall not interrupt continuous service except where expressly limited in Article 18.

Section B. **Application.** Subd. 1. For purposes of layoff (see Article 23, Retrenchment), "seniority" may only be exercised in the department or program in which the faculty member is serving at the time of retrenchment or in any department or program in which the faculty member has served at least three (3) full academic years.

In the event a faculty member is laid off and meets the three (3) years of service requirement provided herein in more than one department or program, in the university in which he/she is serving, he/she shall be entitled to be assigned to such department or program as determined by the President. If two (2) or more faculty members have equal seniority, then those with greater length of tenured service shall have priority for retention. Should faculty members still be equal in seniority, then those with greater length of total service in the university shall have priority in retention. Beyond this the decision of which person to retain will be made on the basis of programmatic needs of the university as determined by the President. Faculty members returning from non-bargaining unit positions to the bargaining unit shall have their seniority restored to a level earned at the time they left the appropriate unit. Such seniority shall include employment service rendered prior to March 9, 1976, if such employment service qualified as seniority pursuant to the SUB Rules and Regulations which were in effect March 9, 1976.

Subd. 2. In the event a faculty member is reassigned or permanently transferred to another university, she/he shall carry all accumulated rights and benefits to his/her new university with the exception that there shall be no carryover of seniority for the purpose of calculation of layoff priority (see Article 23, Retrenchment). However, the seniority accumulated by a faculty member at a given university shall be maintained at that university as long as the faculty member is either employed within the System, or takes leave pursuant to Articles 17 and 18, or possesses recall/reassignment rights pursuant to Article 23.

Section C. **Seniority Roster.** A seniority roster shall be posted and sent to the Association by the President or his/her designee on or before November 1 and March 1 of each year. The roster shall be published in a uniform, systemwide format and shall provide the following information:

1. Names of tenured faculty member(s),
2. Names of other faculty members, by type of appointment (probationary, fixed-term, non-tenure track),
3. Full or part time (if part time, percentage),
4. Date of initial employment,
5. Date of tenure (if applicable),
6. Years of seniority (if applicable).

In addition to seniority in the current assignment, the roster shall indicate other departments or programs in which the faculty member is credited with three (3) full academic years of continuous service. Disputes concerning the accuracy of the information must be filed with the President's designee within twenty (20) calendar days of publication of the roster. Time limits shall not apply to the correction of clerical errors. Should there be no satisfactory resolution within twenty (20) calendar days of the alleged inaccuracy, the faculty member shall have the right to file a grievance in accordance with the provisions of Article 28, Grievance Procedure.

Section D. **Priorities.** For the purpose of clarifying and resolving conflicting claiming rights to vacant positions within the State University System, the following is a list of claiming right categories in decreasing order of priority:

Priority 1: Retrenchment based assignment to retain a faculty member within a university pursuant to Article 29, Section B, Subd. 1.

Priority 2: Recall rights, using the procedures established in Article 23, Section G.

Priority 3: Reassignment rights, using the procedures established in Article 23, Sections D and E.

Priority 4: Prior consideration to eligible fixed-term or non-tenure track faculty members for a probationary vacancy as established in Article 21, Section D, Subd. 4b.

Priority 5: Prior consideration to eligible head coaches in accordance with Article 10, Section G, Subd. 12.

ARTICLE 30
TRANSFERS

A faculty member may request to be transferred under the following conditions:

1. Request for transfer to another university within the State University System shall be considered when vacancies occur. Faculty members must apply for

the vacancy and go through the normal search process. The final hiring decision shall be made by the President, and shall not be subject to the grievance procedure.

2. The names of transferred individual faculty members shall be added to the seniority roster of an existing or new department or program one (1) year after such changes are posted in accordance with Article 20, Section A, Subd. 1.

3. Faculty members accepting transfers shall maintain all faculty rights and benefits. Seniority calculation shall be in accordance with the provisions of Article 29.

ARTICLE 31
SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner be held by a court or agency to be in conflict with or contravene any federal law or statute, executive order, state law or statute, or any rule and regulation promulgated pursuant to one of the above, or not be approved by legislative action, such provisions shall be considered null and void and shall not be binding on the parties hereto, in such event, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is thus found to be invalid or rejected, either party shall have the right to reopen negotiations on that provision only.

ARTICLE 32
COMPLETE AGREEMENT AND WAIVER

Section A. **Complete Agreement.** The Employer and the IFO/MEA acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Section B. **Modifications and Repeal.** The Employer agrees to modify or repeal the Governing Rules, Internal Rules, Operating Policies, Administrative Procedures and university constitutions that are superseded by this Agreement.

Section C. **Waiver.** The Employer and the IFO/MEA for the life of this Agreement each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, subject to Article 33, Duration.

ARTICLE 33
DURATION

Section A. **Effective Dates.** Except as otherwise provided herein, this Agreement shall become effective July 1, 1985 and remain in full force and effect through the 30th day of June 1987.

Section B. **Legislative Action.** Should any provisions of this Agreement require legislative action for implementation, the Employer, the Commissioner of Employee Relations for the state of Minnesota, and the IFO/MEA agree to cooperate in an effort to secure legislative approval.

Section C. **Renewal and Reopening.** This Agreement shall automatically renew itself from biennium to biennium thereafter unless, not later than July 1st of each even-numbered year prior to the expiration of the then current term of Agreement, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement.

If the parties mutually agree during the term of this Agreement, this Agreement may be supplemented by such additional provisions relating to specific issues as the parties to this Agreement deem appropriate. Failure of the parties to reach such supplemental agreement shall not be subject to the interest arbitration procedure as set out in the Minnesota Public Employer Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have set their hands.

FOR THE IFO/MEA:

Dated this 19th day of December, 1985

FOR THE EMPLOYER:

Dated this 19th day of December, 1985

Memorandum of Agreement
Between
Minnesota State University Board
And
Inter Faculty Organization/Minnesota Education Association

The parties to this Agreement agree that the implementation of the Agreement between the State University Board and the Inter Faculty Organization/Minnesota Education Association effective July 1, 1985 to June 30, 1987, shall be as follows:

1. Any grievance which was filed in an otherwise timely fashion prior to the date of signing of the 1985-87 Agreement will be subject to interpretations in accordance with the 1983-85 Agreement between the parties, and shall not be made invalid solely by any changes in the 1985-87 Agreement.
2. Any act or omission by any administrator which occurred prior to the date of signing of the 1985-87 Agreement shall not be considered a basis for a valid grievance solely because of alleged violations of the 1985-87 Agreement, but shall be the basis for a valid grievance, if filed in a timely fashion, if the allegation is that there was a violation of the 1983-85 Agreement in effect at that time.

FOR THE SUB:

DATED: 12/19/85

FOR THE IFO/MEA:

DATED: 12/19/85

Appendix A

Grievance – Step 1

Date _____

Name: _____ IFO/MEA Grievance Representative Name: _____

University: _____ Mailing Address: _____

Department: _____

Sections of Agreement Claimed Violated

1.

2.

3.

Nature and Facts of Grievance (Description of the acts, decision or omission which gave rise to the grievance) Appropriate documents attached.

Relief Requested (remedy to be applied)

_____ Signature of Grievant

_____ Signature of Grievance Chairperson

I [ ] do [ ] do not request a meeting at Step 1 of the grievance procedure.